

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION**

**SOLICITATION COVER PAGE**

<b>SOLICITATION:</b>	<u>DTFH61-97-R-00010</u>
<b>TITLE:</b>	<u>"Program Support for Highway Policy Analysis"</u>
<b>ISSUE DATE:</b>	<u>February 5, 1997</u>
<b>CLOSING DATE:</b>	<u>March 7, 1997</u>
	<u>at 4:15 p.m. local time</u>



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**Prospective Offerors should carefully read and adhere to the instructions contained in RFP Section L.**

Although the following items are included in the solicitation, they are highlighted on this cover page as a convenience to prospective Offerors.

**STATUS PHONE NUMBER:** A phone number has been set aside to provide status on this procurement at (202) 366-2863. Specific questions should be handled as described below.

**QUESTIONS:** Questions on solicitation content, issues or procedures should be submitted in writing to the Point of Contact (POC) identified in block 10 on page 1, Standard Form 33. **Send questions via e-mail to: rick.murray@fhwa.dot.gov** or by facsimile to (202) 366-3705. It is recommended that prospective Offerors call the POC the next business day after question transmittal to ensure/verify receipt.

**ELECTRONIC DISSEMINATION OF RFP DOCUMENTS:** An electronic copy of this RFP (without all attachments) and a list of Frequently Asked Questions (FAQ) for this RFP can be found on the FHWA Electronic Bulletin Board System (FEBBS) under the Contracts and Procurement section in the Conferences Area. Attachment F provides instructions on how to access the FEBBS. In addition, this RFP (without all attachments) may be made available on an experimental basis via the Internet. If this occurs, the exact address will be listed on the status phone line. Currently, the FHWA Office of Acquisition Management maintains a home page at: <http://www.fhwa.dot.gov/aaa/hamhome.htm>

**INFORMATIONAL/READING MATERIAL:** Selected information listed in Attachment H will be available for review in the U.S. Department of Transportation at 400 7th Street, S.W. (the L'Enfant Plaza Station Metro Stop), Nassif Building, Washington, D.C., 20590. The exact location and available dates and times will be announced on the **STATUS PHONE NUMBER** listed above. Questions concerning references/information content must be submitted in accordance with the **QUESTIONS** section above.

**INITIAL EVALUATIONS:** After submission of the proposal, the Government will evaluate an Offeror's experience, staffing including key personnel, price and may conduct, if necessary, a downselect.

**ORAL PRESENTATIONS:** Offerors who are in consideration for award will be required to make an oral presentation as described in Section L. Section M evaluation criteria will be applied for award selection.

**INDIRECT RATE CEILINGS:** All indirect rates shall be proposed to include ceiling rates for each contract year.

**EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES:** It is in the Government's best interests that professional employees be fairly and realistically compensated in salary and fringe benefits. See FAR 52.222-46.

# PART I

## **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

The Contractor shall furnish the necessary facilities, materials, equipment and personnel, and shall perform technical, non-personal services necessary to provide systems engineering and support related to administrative and technical matters for policy analyses for the Federal Highway Administration (FHWA), through issuance of Task Orders.

The total minimum cost/price for performance under this contract is \$50,000. The total maximum estimated cost/price for the performance of this contract is \$ To be determined - see Section L over the period of performance, in accordance with the following ceilings:

Over the period of performance, unburdened travel and per diem cost shall not exceed \$400,000 (all Task Orders).

Over the period of performance, unburdened other direct costs (ODC) shall not exceed \$600,000 (all Task Orders).

For cost plus award fee (CPAF) Task Orders, the base fee and award fee structures are as follows:

	<b>NTE Rate (%):</b>	<b>Applied to:</b>
CPAF Base Fee		
CPAF Award Fee		

NTE - Not to Exceed

The Government reserves the right to negotiate other than CPAF terms for any task order. If a CPFF task order is negotiated, the following applies:

For cost plus fixed fee (CPFF) Task Orders, the fixed fee structure is as follows:

	<b>NTE Rate (%):</b>	<b>Applied to:</b>
CPFF Fee		

NTE - Not to Exceed

Following are the ceiling rates for labor and indirect costs for the prime contractor and their subcontractors / consultants.

**Note to Offerors: For proposal purposes, Offerors are to propose, and the government will evaluate, the offer on a CPAF basis. See SECTION L - INSTRUCTIONS TO OFFERORS for more information.**

Cost Reimbursable Rates - Base Year			
Government's Labor Category	Contractor's Labor Category	Ceiling Labor Rate <sup>1</sup>	Burdened Ceiling Labor Rate <sup>2</sup>
Program Manager			
<see Section L, page 58>			
<add rows for Labor Categories as needed>			
<b>Indirect Rates</b>	<b>Base (Applied to): <sup>3</sup></b>	<b>Proposed Rate <sup>4</sup></b>	<b>Ceiling Rate <sup>5</sup></b>
Labor Overhead			
Labor Fringe			
General and Administrative			
Material Overhead			
Other:			
Other:			

- Notes:
- <sup>1</sup> Labor category NTE (not to exceed) ceiling rate (includes any escalation)
  - <sup>2</sup> Unburdened NTE hourly rate x applicable indirect rates identified above, without fee
  - <sup>3</sup> Enter the cost elements the indirect rate is applied to and how applied
  - <sup>4</sup> Enter proposed indirect rate
  - <sup>5</sup> Enter ceiling indirect rate

Subcontractor Rates - Base Year			
Labor Category	Sub: _____ Burdened Ceiling Labor Rate	Sub: _____ Burdened Ceiling Labor Rate	Sub: _____ Burdened Ceiling Labor Rate
Program Manager			
<add rows as needed>			

<b>Cost Reimbursable Rates - Year #2</b>			
<b>Government's Labor Category</b>	<b>Contractor's Labor Category</b>	<b>Ceiling Labor Rate <sup>1</sup></b>	<b>Burdened Ceiling Labor Rate <sup>2</sup></b>
Program Manager			
<add rows as needed>			
<b>Indirect Rates</b>	<b>Base (Applied to): <sup>3</sup></b>	<b>Proposed Rate <sup>4</sup></b>	<b>Ceiling Rate <sup>5</sup></b>
Labor Overhead			
Labor Fringe			
General and Administrative			
Material Overhead			
Other:			
Other:			

- Notes:
- <sup>1</sup> Labor category NTE (not to exceed) ceiling rate (includes any escalation)
  - <sup>2</sup> Unburdened NTE hourly rate x applicable indirect rates identified above, without fee
  - <sup>3</sup> Enter the cost elements the indirect rate is applied to and how applied
  - <sup>4</sup> Enter proposed indirect rate
  - <sup>5</sup> Enter ceiling indirect rate

<b>Subcontractor Rates - Year #2</b>			
<b>Labor Category</b>	<b>Sub: _____ Burdened Ceiling Labor Rate</b>	<b>Sub: _____ Burdened Ceiling Labor Rate</b>	<b>Sub: _____ Burdened Ceiling Labor Rate</b>
Program Manager			
<add rows as needed>			

<b>Cost Reimbursable Rates - Year #3</b>			
<b>Government's Labor Category</b>	<b>Contractor's Labor Category</b>	<b>Ceiling Labor Rate <sup>1</sup></b>	<b>Burdened Ceiling Labor Rate <sup>2</sup></b>
Program Manager			
<add rows as needed>			
<b>Indirect Rates</b>	<b>Base (Applied to): <sup>3</sup></b>	<b>Proposed Rate <sup>4</sup></b>	<b>Ceiling Rate <sup>5</sup></b>
Labor Overhead			
Labor Fringe			
General and Administrative			
Material Overhead			
Other:			
Other:			

- Notes:
- <sup>1</sup> Labor category NTE (not to exceed) ceiling rate (includes any escalation)
  - <sup>2</sup> Unburdened NTE hourly rate x applicable indirect rates identified above, without fee
  - <sup>3</sup> Enter the cost elements the indirect rate is applied to and how applied
  - <sup>4</sup> Enter proposed indirect rate
  - <sup>5</sup> Enter ceiling indirect rate

<b>Subcontractor Rates - Year #3</b>			
<b>Labor Category</b>	<b>Sub: _____ Burdened Ceiling Labor Rate</b>	<b>Sub: _____ Burdened Ceiling Labor Rate</b>	<b>Sub: _____ Burdened Ceiling Labor Rate</b>
Program Manager			
<add rows as needed>			

<b>Cost Reimbursable Rates - Year #4</b>			
<b>Government's Labor Category</b>	<b>Contractor's Labor Category</b>	<b>Ceiling Labor Rate <sup>1</sup></b>	<b>Burdened Ceiling Labor Rate <sup>2</sup></b>
Program Manager			
<add rows as needed>			
<b>Indirect Rates</b>	<b>Base (Applied to): <sup>3</sup></b>	<b>Proposed Rate <sup>4</sup></b>	<b>Ceiling Rate <sup>5</sup></b>
Labor Overhead			
Labor Fringe			
General and Administrative			
Material Overhead			
Other:			
Other:			

- Notes:
- <sup>1</sup> Labor category NTE (not to exceed) ceiling rate (includes any escalation)
  - <sup>2</sup> Unburdened NTE hourly rate x applicable indirect rates identified above, without fee
  - <sup>3</sup> Enter the cost elements the indirect rate is applied to and how applied
  - <sup>4</sup> Enter proposed indirect rate
  - <sup>5</sup> Enter ceiling indirect rate

<b>Subcontractor Rates - Year #4</b>			
<b>Labor Category</b>	<b>Sub: _____ Burdened Ceiling Labor Rate</b>	<b>Sub: _____ Burdened Ceiling Labor Rate</b>	<b>Sub: _____ Burdened Ceiling Labor Rate</b>
Program Manager			
<add rows as needed>			

## **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **“Program Support for Highway Policy Analysis”**

#### **STATEMENT OF WORK (SOW)**

##### **BACKGROUND**

The research required under this contract encompasses a broad range of interrelated policy issues including emerging energy, environmental, and innovative highway financing issues; truck size and weight (TS&W) and highway cost allocation (HCA); forecasts of future highway travel; interrelationships between highway investment and economic productivity; strategic system performance analyses; acquisition, management, analyses, and dissemination of data; development and implementation of reauthorization legislation; economic and other indicators of the potential for U.S. road-related exports to international highway markets; and identification of institutional and other technical assistance needs in specific developing countries.

##### **CONTRACT OBJECTIVE:**

The objectives of this project are:

1. To develop and refine the tools and information needed to formulate FHWA's strategic policy position in areas related to highway finance and taxation including innovative finance, public private partnerships, and areas where energy, environmental, and financial goals are interrelated.
2. To develop and refine the tools and information needed to formulate FHWA's policy position in the areas of equitable highway cost allocation, TS&W policy, characteristics of freight demand, forecasts of passenger and freight travel, and highway investment/performance relationships.
3. To develop support for a linkage between investment in highways and bridges and the Nation's capacity to sustain economic performance and growth through clarifying, as quantitatively as possible, both the short- and long-term influences of highway infrastructure investments on the economy.
4. To develop new tools and continue to improve existing data systems and application tools to support the monitoring, analyses, and evaluation of modal system performance and to assist in determining whether, and to what extent, national transportation priorities are being met.
5. To support the continuing improvement of the agency's strategic management process and to ensure that it meets the requirements of the Government Performance and Results Act (GPRA) including development and validation of performance measures; the design and implementation of customer outreach activities; and the dissemination of information on the process and results of strategic management to internal and external customers.
6. To support the development of legislative proposals and to aid in information dissemination and training for implementation of legislation.
7. To develop analytical tools and products to identify and prioritize markets with the greatest potential for increased U.S. road-related exports and to aid in identifying the U.S. technologies with a competitive advantage in those markets.
8. To develop and refine the tools necessary for identifying institutional and other technical assistance needs in developing countries and to support development of appropriate devices for meeting these needs.

## **SCOPE OF WORK**

This contract provides for technical and program support for a number of activities that will assist FHWA in developing and evaluating positions on a range of transportation policy issues. Activities may include but are not limited to: developing analytical tools to forecast and analyze economic trends and highway revenues; evaluating issues related to congestion pricing and the Congestion Pricing Pilot Program established by the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); analyzing the effects of energy and environmental policies on Federal-aid highway program policies and financing; assessing alternative highway financing mechanisms; evaluating opportunities for toll and public/private partnership provisions of the ISTEA in financing highway construction; continuing to refine HCA models and data; reassessing Federal HCA methods to incorporate improved highway economic analyses methods; collecting data in support of the management systems of ISTEA; incorporating the latest research on pavement and bridge deterioration and updating data on highway program costs by vehicle classes; updating various social costs including congestion, noise and air pollution; identifying the propensity for substitution between public and private investment; identifying the effects of highway service on industry mix; assessing the impacts of institutional/regulatory aspects of transportation system service on regional growth and development; continuing refinement and development of the investment analyses models and completing development of updated and upgraded relationships; continuing refinement of the relationships of users costs to highway conditions and performance; enhancing the National Highway Network Development and Evaluation model as new data become available; developing and validating performance measures to monitor goal attainment; developing and implementing strategies to obtain customer/partner input in the formulation of goals and indicators (performance measures) and to disseminate the results of strategic management initiatives; and conducting research to identify the linkages between agency programs and attainment of performance goals.

In the course of supporting the above activities, the contractor will analyze technical and programmatic issues and provide advice and recommendations to the Government. The contractor may be required to purchase certain materials and equipment. The contractor may also be required to develop and apply simulation modeling and other mathematical and statistical analyses techniques. All decision making and program management authority will remain with the Government.

Services to be provided by the Contractor will be specified by the issuance of Task Orders. Task Areas are described below:

## **TASK AREAS**

### **TASK AREA A: Support for Policy Analyses of Emerging Energy, Environmental and Highway Financing Issues**

Under the overall management of the Government, provide economic analyses, engineering, and systems design assistance to FHWA staff as needed in administrative and technical matters relating to the analyses of emerging energy, environmental, and highway financing issues. Specific activities may include:

1. Extend and modify FHWA's Highway Revenue Forecasting Model to estimate revenues generated by a range of highway user fee alternatives.
2. Conduct analyses of emerging environmental and energy issues such as air quality, alternative fuels, fleet efficiency changes, and global warming.
3. Conduct research on alternative highway revenue sources, alternative tax structures, and pricing including related equity and efficiency issues.



4. Analyze changes in State and local highway financing, particularly focusing on public/private sector involvement or other emerging trends in highway financing.
5. Develop a methodology for forecasting State and local spending on highways.
6. Provide expert technical assistance to support implementation of the Congestion Pricing Pilot Program.
7. Analyze the effectiveness of various travel demand management strategies including pricing.
8. Analyze emerging urban development patterns and their implications for transportation.
9. Conduct research and analyses to support innovative transportation infrastructure financing initiatives, including State Infrastructure Banks, and to support evaluation of these initiatives.
10. Analyze impacts of bond financing, toll financing, motor fuel, including alternative fuel and its financing on State and local highway investment.
11. Organize and conduct seminars and workshops on emerging energy, environmental, and highway financing issues.

**TASK AREA B: Support the Policy Analyses of HCA, TS&W, and Freight Demand Issues**

Under the overall management of the Government, provide economic analyses, engineering, and systems design assistance to FHWA staff as needed in administrative and technical matters relating to the analyses of HCA, TS&W, and freight demand issues. Specific activities may include:

1. Extend and refine the TS&W modeling system.
2. Update and refine HCA models by incorporating the latest research on pavement and bridge deterioration, updating data on highway program costs and travel by different vehicle classes at different weights, and evaluating alternative ways to treat the increased flexibility provided by the ISTEA in the use of Federal highway user revenues for a variety of transportation purposes.
3. Update various social costs related to highway use including congestion, accidents, noise and air pollution, and develop social cost data bases for use in cost allocation and TS&W analyses.
4. Evaluate the implications of different vehicle configurations on alternative highway networks.
5. Establish a framework for understanding freight flows, determine key factors driving growth in domestic demand, identifying macro-level relationships between freight demand and transportation supply, and make recommendations about methods used to prepare freight demand forecasts.
6. Improve the ability to analyze economic impacts of TS&W policy options on carriers and shippers and operational impacts on alternative highway networks.
7. Analyze potential changes in user charges that might improve the equity of the highway user charge structure if TS&W limits were changed.
8. Reassess Federal HCA methods to incorporate state-of-the-art highway economic analyses methods, including life-cycle cost analyses methods.

9. Update data on vehicle usage patterns that are needed for TS&W and HCA analyses.
10. Incorporate pavement damage relationships from the Strategic Highway Research Program and other potential sources into HCA models.
11. Incorporate data from recent freight transportation surveys into FHWA's TS&W modeling system.
12. Produce short-term and long-term forecasts of passenger and freight travel by State and highway class.
13. Organize and conduct seminars and workshops on HCA, TS&W, and freight demand issues.

**TASK AREA C: Support for Policy Analyses of Interrelationships between Highway Investment and Economic Productivity**

Under the overall management of the Government, provide economic analyses, engineering, and systems design assistance to FHWA staff as needed in administrative and technical matters relating to the analyses of interrelationships between highway investment, economic productivity and employment. Specific activities may include:

1. Assess the contribution of various modes of transport and industrial sector efficiency. This will build upon existing models to measure efficiency gained or lost through transportation's own input usage as well as efficiency gained or lost in other industries due to advances in transportation technology.
2. Assess the employment effects of highway spending, focusing on indirect job impacts. The assessment will require consulting with a broad range of Government agencies about the usefulness of existing data as well as work in progress to update estimates of direct, construction industry jobs created by highway spending.
3. Determine the significance of location with respect to transportation to a firm's productivity in light of radically changed economic geography, urban form, and national economic structure. This activity will require firm interviews as well as econometric analyses.
4. Incorporate utilization rates into measures of public capital stock in production function analyses while focusing on State and regional analyses and microeconomic industry analyses.
5. Control for density and size of State in regional analyses based on production function analyses while focusing on State and regional analyses and microeconomic industry analyses.
6. Implement highway system composite performance measures as a qualifier for highway capital stock in regional-level production function analyses.
7. Identify the propensity for substitution between public and private investment.
8. Identify the effects of highway service on industry mix.
9. Assess the impacts of institutional/regulatory aspects of transportation system service on regional growth and development.

10. Compare the economic impacts of transportation investments in new construction versus maintenance.
11. Analyze the effects of congestion on highway system productivity.
12. Analyze the productivity and employment impacts of the highway construction industry.
13. Organize and conduct seminars and workshops on interrelationships between highway investment and economic productivity.

**TASK AREA D: Support for Policy Analyses of Strategic System Performance**

Under the overall management of the Government, provide economic analyses, engineering, and systems design assistance to FHWA staff as needed in administrative and technical matters relating to the analyses of strategic system performance. Specific activities may include:

1. Define congestion measures that can be utilized in strategic systems performance analytical models and develop procedures to analyze traffic congestion, including growth and effects.
2. Explore the use of low-cost traffic capacity improvements for incorporation into strategic systems performance analytical models.
3. Apply traffic forecasting methodology to strategic systems performance analytical models. This will include application of traffic diversion from congested freeways, spreading of congestion over a longer portion of the day, and other effects of congestion on travel demand.
4. Develop models, based on the most current Environmental Protection Agency models, to estimate vehicle emissions relative to improvements to highway systems.
5. Identify strategic data systems to support network development and evaluation.
6. Finalize formulation of the National Highway Network Development and Evaluation model, a geographically oriented surface transportation analyses system, including measures of equity, coverage, and system efficiency.
7. Develop more reliable relationships between highway and traffic characteristics and the rates of vehicle crashes to include fatal, injury, and property damage only crashes.
8. Develop procedures to apply economic criteria to the evaluation of investment in highway bridges to include safety and consideration of detour length when bridges are closed or posted.
9. Determine user costs related to highway, traffic, and vehicle characteristics.
10. Develop improved relationships between bridge deterioration and the age of the bridge and the loads imposed on the bridge.
11. Organize and conduct seminars and workshops on analyses of strategic system performance.

**TASK AREA E: Support for Improvement of Transportation Data Acquisition and Management**

Under the overall management of the Government, provide economic analyses, engineering, and statistical, financial analyses, systems design and software development assistance to FHWA staff as needed in administrative and technical matters relating to the improvement of transportation data acquisition and management. Specific activities may include:

1. Improve efforts to gather, analyze and disseminate basic high quality transportation data in support of timely and informed decision making.
2. Assist staff in the identification, evaluation, and analyses of existing data as well as the identification of emerging data needs for domestic and international transportation data.
3. Support the coordination of transportation data collection activities within the public sector and in cooperation with the private sector including the development of consistent data collection standards.
4. Develop procedures and systems improving the collection and dissemination of information on fuel, finance, travel, registration, licensing, and the quality of highway service, conditions, and performance.
5. Support the regular evaluation and reporting on the state of the Nation's highway system including its usage and expected demands.
6. Provide support for long-range multi modal planning and associated legislative, regulatory, budget, and program proposals.
7. Support the development and application of special purpose software currently in use in support of this task as well as the development and application of software responsive to emerging data needs. Purchase materials and equipment as may be required to test and evaluate such software.
8. Evaluate data collection technology such as non-intrusive methods, and equipment standards and protocols. Field test accuracy of the equipment.
9. Identify freight data sources and provide specialized analyses of freight issues.
10. Assist with Internet/Web page development and maintenance.
11. Develop training courses and assist in developing and providing instructional materials for the use of transportation data.
12. Provide technical support for the Nationwide Personal Transportation Survey.
13. Assist staff in the identification of needed changes to existing data systems through the conduct of requirements analyses and related information management techniques.
14. Organize and conduct seminars and workshops on transportation data acquisition and management issues.

**TASK AREA F: Support for Policy Analyses of Proposed or Existing Legislation and for Implementation of Legislative Requirements**

Under the overall management of the Government, provide assistance to FHWA staff as needed in administrative and technical matters related to the analyses of proposed or existing legislation and for implementation of legislative requirements. Specific activities may include:

1. Conduct analyses to support the development of new legislative proposals for the reauthorization of the Nation's transportation program.
2. Assist the FHWA staff in developing informational material such as visual aids and brochures on proposed and enacted legislation.
3. Organize and conduct workshops on issues critical to the development of new legislation and to provide information on new legislative requirements.

**TASK AREA G: Support for Improvement to Agency's Strategic Management Process that is Consistent with GPRA Requirements**

Under the overall management of the Government, provide process design, financial analyses, statistical analyses, and software development assistance to FHWA staff as needed in administrative and technical matters related to the development and improvement of the of the agency's strategic management processes and products. Specific activities may include:

1. Assist FHWA staff in the development and validation of performance measures to monitor goal attainment.
2. Develop and assist in implementation of strategies to obtain customer/partner input in the formulation of goals and indicators (performance measures).
3. Develop proposals for documenting and disseminating the results of strategic planning activities.
4. Develop computer software to track data required for strategic planning.
5. Evaluate processes used in strategic management and recommend possible improvements.
6. Organize and conduct seminars and workshops relating to strategic management process and GPRA Requirements.

**TASK AREA H: Support for Policy Analyses of Economic and Other Indicators of the Potential for U.S. Road-Related Exports to International Highway Markets**

Under the overall guidance of the Government, provide economic analyses, engineering, marketing, and systems design assistance to FHWA staff as needed in administrative and technical matters relating to the analyses of economic and other indicators of the potential of U.S. road-related exports to international highway markets. Specific activities may include:

1. Develop a listing of key economic indicators that provide a measure of a country's capacity, including resources from multilateral lending institutions, for increased road development in the short-, medium-, and long-terms.

2. Provide expert technical assistance in collecting and analyzing economic information for specific countries.
3. Compare the economic ability of a country to improve road systems versus short-, medium-, and long-term plans for road development. This work will require gathering reliable information on the road development plans of other countries.
4. Assess the relative competitive advantages of specific U.S. products, services, or technologies in given foreign markets. This work will require a thorough understanding of road-related goods and services offered in the U.S. and elsewhere.

**TASK AREA I: Support for Identifying Institutional and Other Technical Assistance in Specific Developing Countries**

Under the overall guidance of the Government, provide economic analyses, engineering, marketing and system design assistance to FHWA staff as needed in administrative and technical matters relating to the identification of institutional and other technical assistance needs in specific developing countries. Specific activities may include:

1. Assist the FHWA in analyzing U.S. foreign policy by geographic area and then establishing criteria for determining how FHWA's provision of technical assistance can help advance U.S. foreign policy for the specific countries within those regions.
2. Assist the FHWA in developing a key listing of the specific developing countries which would most likely benefit from the technical assistance and types of assistance that would be required over the short-, medium-, and long-terms.
3. Establish a framework for analyzing the institutional capacity of highway programs in other countries and determine how the U.S. highway program practices could contribute to this improvement.
4. Develop a methodology for assessing the technical needs of specific developing countries and identify the U.S. technologies best suited to meet those needs.

**Note to Offerors: See SECTION L - INSTRUCTIONS TO OFFERORS, for guidance in preparing a response to these Task Areas.**

**Specifications for Reports**

Applicable reports shall be prepared in accordance with the "Guidelines for Preparing Federal Highway Administration Publications" (FHWA-AD-88-001), dated January 1988, and as amended by Change 1, dated May 20, 1994.

**SECTION D - PACKAGING AND MARKING**

**PACKAGING**

Preservation, packing and packaging of items for shipment shall be in accordance with commercial practice and adequate for acceptance by common carrier for safe transportation at the most economical rates.

**SHIPMENT AND MARKING**

The Contractor shall mark each shipment with the company name, this contract and Task Order number (when appropriate), the item identification, quantity of items, and notice of partial or final delivery.

**F.O.B. POINT**

All items shall be shipped f.o.b. destination.

**SECTION E - INSPECTION AND ACCEPTANCE****REVIEW AND ACCEPTANCE**

All work hereunder, including the annual report, shall be subject to review and acceptance by the Government.

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.246-4 Inspection of Services - Fixed-Price (AUG 1996)

52.246-5 Inspection of Services - Cost-Reimbursement (APR 1984)

52.246-16 Responsibility for Supplies (APR 1984)

**SECTION F - DELIVERIES OR PERFORMANCE****PERIOD OF PERFORMANCE**

The period of performance for this contract is 48 months (4 years). Task Orders may be issued up to the final day of this contract, provided that they can be completed during the period of performance. All work orders not completed may be reissued to a follow-on Contractor, unless it is deemed to be in the best interests of the Government to allow the outgoing Contractor to continue performance until completion. To ensure continuity of performance during Contractor phase-out, the contract may be extended at the option of the Government for a period of up to 180 days without renegotiation of rates and at the same terms and conditions prevailing on the last day of the 48 months period of performance.

The period of performance for a specific Task Order will be determined prior to the effective date of that Task Order.

**LEVEL OF EFFORT REQUIRED TO ACCOMPLISH WORK**

In performance of cost-reimbursement Task Orders issued during the period of performance pursuant to this contract, the contractor shall provide up to \_\_\_\_\_ direct productive months of technical effort. Direct productive months are defined as actual work hours exclusive of vacation, holiday, sick leave and all other absences. For purposes of this contract, one direct productive month is equivalent to 156.6 direct productive hours.

**DELIVERABLES**

The Contractor shall deliver to the Contracting Officer according to the schedule in each individual Task Order.

**FINAL WORK ORDER REPORTS**

A Task Order may shall produce a final report or other product upon completion. The final report or product will be specified at the time the work order is initiated and shall be delivered on or before the completion date of the Task Order.

**PLACE OF DELIVERY**

Two hard copies and one electronic copy of the monthly reports (See Section G) under the contract shall be delivered F.O.B. Destination, under transmittal letter, to the following address:

Federal Highway Administration  
Office of \_\_\_\_\_  
\_\_\_\_\_, Room \_\_\_\_  
400 Seventh Street, SW.  
Washington, D.C. 20590-0001

Mark for: \_\_\_\_\_

Other deliverables, including delivery information, will be identified in individual Task Orders. All deliverables shall be transmitted under a transmittal letter.

Correspondence for the Contracting Officer, invoices, a copy of all transmittal letters, and one hard copy of the monthly report, shall be delivered to the following address:

Federal Highway Administration  
Office of Acquisition Management  
HAM40-E, Room 4410  
400 Seventh Street, SW.  
Washington, D.C. 20590-0001

**SCHEDULE OF WORK**

All tasks set forth in the statement of work shall be performed in accordance with the work schedule as negotiated in each individual Task Order.

**52.242-15 STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-



- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if -
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) and CONTRACTING OFFICER'S TASK MANAGER (COTM)**

The Contracting Officer may designate a Technical Representative (COTR) to assist in monitoring the work under this contract and may further designate a Task Manager (COTM) to assist in monitoring the work under a specific Task Order. The COTR & COTM are responsible for the technical administration of the contract and technical liaison with the Contractor. The COTR AND COTM ARE NOT authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance or other terms or conditions.

*The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized in writing by the Contracting Officer.*

### **MONTHLY PROGRESS REPORT**

The Contractor shall furnish 1 hard copy of a monthly letter-type progress report to the Contracting Officer and 2 hard copies and 1 electronic copy (in WordPerfect 6.1 for Windows format) to the COTR, with each monthly invoice. Each report shall contain concise statements covering the following:

On a summary level for all tasks (#1-3):

1. Budget and scheduling information including the date each work order was initiated, the estimated completion date, original estimate of resources needed/planned (labor hours and costs, travel costs and ODC costs); a tabulation of resources expended that month; a tabulation of cumulative total-to-date resources expended; and a comparison of percentage of resources planned, to resources expended, to resources needed to complete the work, and clearly identify any projected overrun of resources.
2. A description of any contract problem encountered or anticipated that will affect the completion of the contract within the time and fiscal constraints as set forth in the contract, together with recommended solutions to such problems; or, a statement that no problems were encountered.
3. Any contract improvement recommendations.

On a task by task basis (#4-7):

4. A clear and complete account of the work performed on each task and an outline of the work to be accomplished during the next report period
5. Budget and scheduling information including the date each work order was initiated, the estimated completion date, original estimate of resources needed/planned (labor hours and costs, travel costs and ODC costs); a tabulation of resources expended that month; a tabulation of cumulative total-to-date resources expended; and a comparison of percentage of resources planned, to resources expended, to resources needed to complete the work, and clearly identify any projected overrun of resources.
6. A description of any Task Order problem encountered or anticipated that will affect the completion of the contract within the time and fiscal constraints as set forth in the specific Task Order, together with recommended solutions to such problems; or, a statement that no problems were encountered.
7. Any contract improvement recommendations.

## **ANNUAL REPORT**

The Contractor shall furnish 1 hard copy of a letter-type annual report to the Contracting Officer and 3 hard copies and 1 electronic copy (in WordPerfect 6.1 for Windows format) to the COTR on or before 60 calendar days before the end of each contract year. The annual report shall contain a discussion of the activities conducted during the period being reported, a financial summary for the reporting period, and an assessment of the progress made toward achieving the objectives of the contract. The report will also contain a discussion of problems encountered or anticipated that might affect performance during the following year, and recommend solutions to such problems. The Government shall have 30 days to review and approve the annual report.

The annual report will be used by the COTR as part of the annual performance review. The Contractor shall revise staffing, work assignments, and financial controls, as needed, based on annual performance reviews.

## **PERFORMANCE REVIEW MEETINGS**

As required by the COTR or Contracting Officer, the Contractor shall meet with the COTR and/or Contracting Officer and other interested parties to discuss current operational considerations.

## REPORTS OF PROBLEMS

In addition to the monthly progress reports and performance review meetings specified above, the Contractor shall bring actual or potential problems to the attention of the COTR and Contract Administrator as soon as they are known. Oral reports shall be followed by written reports within 10 working days, or as directed by the COTR or Contract Administrator.

## TRAVEL AND PER DIEM

Travel and Per Diem authorized under this contract shall be reimbursed in accordance with the Government Travel Regulations currently in effect, up to the limit stated in SECTION B. Current per diem rates are listed at: <http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml>

Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, higher class transportation shall be approved in advance by the Contracting Officer, and the request for payment voucher must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the Contracting Officer.

The amount of reimbursement shall not exceed the maximum limit authorized in any Task Order. Specific conditions and limitation applicable to travel under this contract are as follows:

1. **Local Travel** - Reimbursement **will not** be allowed for travel to or from the primary place of performance (Nassif Building) for those employees assigned there, or to or from the Contractor's office site.
2. **Temporary Assignments** - Any Task Order requiring assignment of Contractor personnel at locations outside the primary place of performance (Nassif Building) for less than 6 months will be considered a temporary assignment. Travel and per diem expenses as allowable, incurred in performing temporary assignments may be billed in accordance with Government Travel Regulations.

## FUNDS AVAILABLE

The clause entitled "LIMITATION OF FUNDS" applies to this contract. Any notification required on the part of the Contractor shall be made in writing to the Contracting Officer. In the event that the contract is not funded beyond the estimated cost set forth in the schedule, the Contractor shall deliver to the Contracting Officer the data collected and the material produced or in process or acquired in connection with the performance of the project provided herein together with a summary report in five copies of its progress and accomplishments to date.

- a. Currently funds in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) are obligated to this contract.
- b. Subject to the availability of funds and an executed document by the Contracting Officer, additional funds will be obligated.

## PAYMENT

- a. For each fixed price task order, the Government shall pay the contractor the fixed price specified in the task order. Payment shall be made upon review and written acceptance of the fixed price deliverable(s) by the Government.

- b. For cost reimbursable tasks orders, the Contractor may be reimbursed for the direct productive labor hours, up to but not exceeding, those specified under the SECTION B schedule. The Contractor may also be reimbursed for direct and indirect costs incurred in the performance hereof as are allowable under the provisions of Subpart 31.2, 31.3, 31.6, or 31.7 <as applicable> of the Federal Acquisition Regulation in the not-to-exceed amount listed under the SECTION B schedule, subject to the Limitation of Funds Clause.
- c. The Government will pay the Contractor for performing the cost reimbursable tasks, the fixed fee specified in the task order. Payment of the fixed fee shall be made, provided that after the payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of the fee until a reserve is set aside in the amount that the Contracting Officer considers necessary to protect the Government's interests. The reserve shall not exceed 15 percent of the total fixed fee or \$100,000 for the contract, whichever is less.
- d. For cost reimbursable tasks, each monthly interim payment request shall be supported by a statement of costs incurred by the Contractor in the performance of this contract and claimed to constitute allowable costs. These payments shall be made after receipt of a proper request by the designated billing office. Any payments hereunder will be made upon determination by the Contracting Officer that the requirements of the contract are being met.
- e. Final invoice payment shall be made upon the Contracting Officer's determination that all requirements of the contract have been completed. The payment due date for final invoice shall be established in compliance with the clause 52.232-25.
- f. Each monthly interim payment request and the final invoice shall be submitted in accordance with the format contained in the attached "The FHWA Billing Instructions for Cost-Reimbursement Contracts" to be considered proper for payment. Prior approval of the Contracting Officer is required if the contractor wishes to use a different format.

## **INDIRECT COSTS**

Pending the establishment of final indirect cost rates which shall be negotiated based on audit of actual costs as provided in Subpart 42.7 of the Federal Acquisition Regulation, the Contractor shall be reimbursed for allowable indirect costs hereunder as identified as ceiling rates and listed in SECTION B.

This INDIRECT COST provision does not operate to waive the LIMITATION OF FUNDS Clause. The Contractor's audited final indirect costs are allowable only insofar as they do not cause the Contractor to exceed the total estimated costs for performance of the contract listed on page 2 (SECTION B) and under the PAYMENT provision above.

## **SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT**

Under this contract, the requirements of FAR 44.2, CONSENT TO SUBCONTRACTS, have been fulfilled for the following subcontracts:

<as proposed/negotiated>

Additional Consent To Subcontracts will be on a Task Order by Task Order basis in accordance with FAR 44.2 and FAR 52.244-1 or FAR 52.244-2 as applicable.

**KEY PERSONNEL**

The Contractor has designated \_\_\_\_\_ as the Project Manager. In the event the Project Manager is unable to continue performance under this contract, the appointment of a replacement of equal caliber shall be subject to the prior written approval of the Contracting Officer.

Additionally, the Contractor has identified the following senior-most/most-experienced individual in the below discipline (listed alphabetically) as a key person. Any appointments of replacements of these individuals shall be subject to the prior written approval of the Contracting Officer.

Conference Facilitator

\_\_\_\_\_

Economist

\_\_\_\_\_

Operations Research Analyst

\_\_\_\_\_

Policy Analyst

\_\_\_\_\_

Technical Writer

\_\_\_\_\_

Transportation Planner

\_\_\_\_\_

**PROFESSIONAL STAFFING**

The Contractor agrees to assign the following professional staffing to this contract work. In the event the Contractor finds it necessary to replace any of the assigned personnel during the performance of the contract, the Contracting Officer shall be notified in advance.

<as proposed/negotiated>

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****CONTRACT START-UP**

The Contractor shall be prepared to accept Task Orders upon the effective date of the contract.

**LABOR CATEGORY LEVEL OF EFFORT**

The Government reserves the right to change (increase/decrease) the level of effort of a category of labor from the estimated levels in the Request for Proposals.

**TASK ORDERING PROCEDURE**

Task Orders will be placed in accordance with the ordering procedures and selection criteria as outlined in Attachment 3 which is hereby incorporated by reference.

**PROCUREMENT AUTHORITY**

The Federal Highway Administration, Office of Acquisition Management, is the only agency that may place orders under this contract.

## **ORDER OF PRECEDENCE**

The above ordering procedures are of a lesser order of precedence than the “**FUNDS AVAILABLE**,” “**PERIOD OF PERFORMANCE**,” or “**LEVEL OF EFFORT REQUIRED TO ACCOMPLISH WORK**” clauses of this contract. The contractor is not authorized to incur costs on task assignments which are not in compliance with any of those clauses in this contract.

## **AWARD FEE EVALUATION PLAN PROCEDURES**

Task Orders that are awarded as cost plus award fee (CPAF), will be evaluated in accordance with the procedures as outlined in Attachment 4 which is hereby incorporated by reference.

## **NONPERSONAL SERVICES CONTRACT**

This contract is a “nonpersonal services contract” as defined in the FAR at subpart 37.101. It is understood and agreed that the contractor and/or contractor’s employees and subcontractors: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject the work, comply with such general direction of the contracting officer, or the duly authorized representative of the contracting officer as is necessary to ensure accomplishment of the contract objectives.

## **LIMITATION OF FUTURE CONTRACTING**

It is required by the parties of this contract that the Contractor will be restricted in its future contracting with the Government, for any service or product which may encompass hardware or software product development for commercial purposes, participation in other research and development contract, and operational testing partnership arrangements which are a result of policy analyses research particular to this contract. Accordingly, the Contractor shall be ineligible to perform the work described as a prime contractor, subcontractor or consultant, or in any capacity to any supplier under an ensuing Government contract. Such restrictions shall remain in effect for 3 years following the completion date of this contract.

## **PROTECTION OF INFORMATION AND LIMITATION OF FUTURE CONTRACTING**

- a. It is anticipated that in performance of this contract, the Contractor may require access to, or receipt of, information and data relating to FHWA's plans, programs, technical requirements, and budgetary matters, and such other information, the disclosure of which may give competitive advantage to recipients or would be adverse to the interests of the Government.
- b. The Contractor shall not disclose such information acquired to anyone, other than those Contractor, subcontractor, or consultant personnel performing work under this contract, without the prior written consent of the Contracting Officer, until such time as the Government may have authorized the release of such information and data to the public.
- c. To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete against such companies.

- d. It is anticipated that during performance of this contract, the Contractor may be issued Task Orders involving technical evaluations of other Contractor's offers or products. FAR 9.505-3 provides that contracts shall not generally be awarded to a Contractor that would evaluate, or advise the Government concerning, its own products or activities, or those of a competitor, without proper safeguards to ensure objectivity and protect the Government's interests. These safeguards will be accomplished by restricting future contracting with the Government, as delineated below.
- e. FHWA will not unilaterally disclose to the Contractor any proprietary information furnished by domestic or foreign participants in FHWA's programs. If the Contractor requires access to such information in performance of this contract, an agreement concerning release and restrictions on the use of such data must be sought by the Contractor with the source of the data.
- f. It is required by the parties of this contract, that the Contractor will be restricted in its future contracting with the Government, for any service or product which may encompass information acquired under items a and c above that is not publicly available and could give a competitive advantage to the Contractor or would be adverse to the interests of the Government. Accordingly, the Contractor shall be ineligible to perform as a prime contractor, subcontractor or consultant, or in any capacity to any supplier under an ensuring Government contract. Any questions on this matter shall be immediately addressed to the Contracting Officer.
- g. These restrictions do not limit the Contractor's right to use and disclose any information and data obtained from another source without restriction.
- h. The Contractor agrees to train its employees who will have access to such sensitive information in all necessary security procedures and required them to sign non-disclosure statements and certificates attesting to their understanding of the requirements for safeguarding such information.
- i. In the event that the Contractor fails to comply with this provision of the contract, the Government may terminate the contract for default.
- j. The Contractor shall include this provision, including this paragraph, in all subcontracts and consultant agreements for performance of work under this contract unless excused in writing by the Contracting Officer.

## **COMPUTER RELATED SERVICES**

The contract provides for the following ADP services: None.

Any change in performance requirements of the contract affecting these items shall be coordinated with the Contract Administrator immediately. The Contractor shall not exceed these limitations without prior approval of the Contracting Officer.

**NOTE:** At this time availability of additional Government computer facilities for use under this contract has not been determined. The Contractor shall not expend any funds for ADP services until authorized to do so by the Contracting Officer. See Attachment 2, Section J, for FHWA ADP requirements.

## **GOVERNMENT FURNISHED OR ACQUIRED PROPERTY**

Any Government furnished or contractor acquired property provided or obtained under the performance of this contract shall be accounted for as provided in Transportation Acquisition Regulation (TAR) Subpart 1245.5, and by:

**1252.245-70 GOVERNMENT PROPERTY REPORTS (OCT 1994)**

- (a) The contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.
- (b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

**SOURCE CODE FOR SOFTWARE**

Delivery of all source code for all software developed under this contract will be in both electronic and paper format.

**FORMAT FOR DELIVERABLES**

As a minimum, the contractor shall provide all report deliverables in hard copy and in electronic format on 3.5 inch floppy disk(s) or CD-ROM(s). The contractor shall provide all report deliverables in WordPerfect for Windows 6.1 format and shall establish electronic file transfer capabilities such that correspondence and deliverables can be communicated electronically to the appropriate FHWA Program Office. All figures (e.g. drawings, charts, tables, graphs, etc.) shall be embedded into the electronic files in the appropriate places using the paste capabilities of the word processing program, and in a print-ready format. In addition, the files from which these items were pasted, shall also be submitted.

**52.217-8 OPTION TO EXTEND SERVICES (AUGUST 1989)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The COTR may exercise the option by written notice to the Contractor within the period specified in the Schedule.



## PART II

### SECTION I - CONTRACT CLAUSES

#### **FH.1 Printing Restrictions**

All printing funded by this agreement must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

#### **52.203-9 Requirement for Certificate of Procurement Integrity-Modification. (SEP 1995)**

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

#### **CERTIFICATE OF PROCUREMENT INTEGRITY-MODIFICATION (NOV 1990)**

- (1) I, \_\_\_\_\_ (Name of certifier) am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement \_\_\_\_\_ (contract and modification number).
- (2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of \_\_\_\_\_ (Name of Offeror) who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.
- (3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity-Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

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(Signature of the officer or employee responsible for the modification proposal and date)

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(Typed name of the officer or employee responsible for the modification proposal)

\* Subsections 27 (a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

- (d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.
- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

#### **52.215-31 Waiver Of Facilities Capital Cost Of Money (Sep 1987)**

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

(End of Clause)

#### **52.222-2 Payment for Overtime Premiums (JUL 1990)**

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero (\$0) or the overtime premium is paid for work -
  - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
  - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
  - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

#### **52.224-1 Privacy Act Notification (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

#### **52.252-2 Clauses Incorporated by Reference. (JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

C = Cost Reimbursement Task Orders (as applicable)

F = Fixed Price Task Orders (as applicable)

B = Both Cost Reimbursement and Fixed Price Task Orders

### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

- |   |    |           |   |
|---|----|-----------|---|
| B | 1. | 52.202-1  | Definitions (OCT 1995)  |
| B | 2. | 52.203-3  | Gratuities (APR 1984)   |
| B | 3. | 52.203-5  | Covenant Against Contingent Fees (APR 1984)                                 |
| B | 4. | 52.203-6  | Restrictions on Subcontractor Sales to the Government (OCT 1995)            |
| B | 5. | 52.203-7  | Anti-Kickback Procedures (JUL 1995)   |
| B | 6. | 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)         |
| B | 7. | 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions (JAN 1990) |
| B | 8. | 52.203-13 | Procurement Integrity-Service Contracting (SEP 1990)                        |
| B | 9. | 52.204-4  | Printing/Copying Double-Sided on Recycled Paper (JUN 1996)                  |

- B 10. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
- B 11. 52.211-5 New Material (MAY 1995)
- B 12. 52.211-6 Listing of Other Than New Material, Residual Inventory, and Former Government Surplus Property (MAY 1995)
- B 13. 52.211-7 Other Than New Material, Residual Inventory, and Former Government Surplus Property (MAY 1995)
- B 14. 52.215-2 Audit and Records -- Negotiation (AUG 1996)
- B 15. 52.215-22 Price Reduction for Defective Cost or Pricing Data (OCT 1995)
- B 16. 52.215-24 Subcontractor Cost or Pricing Data (OCT 1995)
- B 17. 52.215-26 Integrity of Unit Prices (OCT 1995)
- B 18. 52.215-27 Termination of Defined Benefit Pension Plans (MAR 1996)
- B 19. 52.215-31 Waiver of Facilities Capital Cost of Money (SEP 1987)
- B 20. 52.215-33 Order of Precedence (JAN 1986)
- B 21. 52.215-39 Reversion or Adjustment of Plans for Post-Retirement Benefits Other Than Pensions (PRB) (MAR 1996)
- C 22. 52.216-7 Allowable Cost and Payment (AUG 1996)
- C 23. 52.216-8 Fixed Fee (APR 1984)
- C 24. 52.216-15 Predetermined Indirect Cost Rates (AUG 1996)
- B 25. 52.216-22 Indefinite Quantity (OCT 1995)
- B 26. 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (OCT 1995)
- B 27. 52.219-9 Small Business, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996)
- B 28. 52.219-14 Limitations on Subcontracting (JAN 1991)
- B 29. 52.219-16 Liquidated Damages-Subcontracting Plan (OCT 1995)
- B 30. 52.222-3 Convict Labor (AUG 1996)
- B 31. 52.222-26 Equal Opportunity (APR 1984)
- B 32. 52.222-28 Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
- B 33. 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
- B 34. 52.222-36 Affirmative Action for Handicapped Workers (APR 1984)
- B 35. 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
- B 36. 52.223-2 Clean Air and Water (APR 1984)
- B 37. 52.223-6 Drug-Free Workplace (JUL 1990)

- B 38. 52.223-14 Toxic Chemical Release Reporting (OCT 1996)
- B 39. 52.224-1 Privacy Act Notification (APR 1984)
- B 40. 52.224-2 Privacy Act (APR 1984)
- B 41. 52.225-3 Buy American Act - Supplies (JAN 1994)
- B 42. 52.225-11 Restrictions on Certain Foreign Purchases (OCT 1996)
- B 43. 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (SEP 1996)
- B 44. 52.227-1 Authorization and Consent (JUL 1995)
- B 45. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
- F 46. 52.227-9 Refund of Royalties (APR 1984)
- B 47. 52.227-11 Patent Rights-Retention by the Contractor (Short Form) (JUN 1989)
- B 48. 52.227-14 Rights in Data - General (JUN 1987)
- B 49. 52.227-16 Additional Data Requirements (JUN 1987)
- B 50. 52.227-17 Rights in Data - Special Works (JUN 1987)
- B 51. 52.227-18 Rights in Data - Existing Works (JUN 1987)
- F 52. 52.227-19 Commercial Computer Software - Restricted Rights (JUN 1987)
- C 53. 52.228-7 Insurance - Liability to Third Persons (MAR 1996)
- F 54. 52.229-3 Federal, State, and Local Taxes (JAN 1991)
- B 55. 52.230-2 Cost Accounting Standards (APR 1996)
- B 56. 52.230-3 Disclosure and Consistency of Cost Accounting Practices (APR 1996)
- F 57. 52.232-1 Payments (APR 1984)
- F 58. 52.232-8 Discounts for Prompt Payment (APR 1989)
- B 59. 52.232-9 Limitation on Withholding of Payments (APR 1984)
- F 60. 52.232-11 Extras (APR 1984)
- F 61. 52.232-16 Progress Payments (JUL 1991)
- B 62. 52.232-17 Interest (JUN 1996)
- C 63. 52.232-22 Limitation of Funds (APR 1984)
- B 64. 52.232-23 Assignment of Claims (JAN 1986)
- B 65. 52.232-25 Prompt Payment (MAR 1994)
- B 66. 52.232-28 Electronic Funds Transfer Payment Methods (APR 1989)
- F 67. 52.233-1 Disputes (OCT 1995) -- Alternate I (DEC 1991)
- B 68. 52.233-3 Protest After Award (AUG 1996)
- B 69. 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

- B 70. 52.237-3 Continuity of Services (JAN 1991)
- C 71. 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- C 72. 52.242-3 Penalties for Unallowable Costs (OCT 1995)
- C 73. 52.242-4 Certification of Indirect Costs (OCT 1995)
- B 74. 52.242-13 Bankruptcy (JUL 1995)
- F 75. 52.243-1 Changes - Fixed-Price (AUG 1987) -- Alternate II (APR 1984)
- C 76. 52.243-2 Changes - Cost-Reimbursement (AUG 1987) -- Alternate II (APR 1984)
- F 77. 52.244-1 Subcontracts (Fixed-Price Contracts) (FEB 1995)
- C 78. 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts) (MAR 1996)
- B 79. 52.244-5 Competition in Subcontracting (JAN 1996)
- B 80. 52.245-1 Property Records (APR 1984)
- F 81. 52.245-2 Government Property (Fixed-Price Contracts) (DEC 1989) -- Alternate I (APR 1984)
- C 82. 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)
- B 83. 52.245-19 Government Property Furnished "As Is" (APR 1984)
- B 84. 52.246-25 Limitation of Liability - Services (APR 1984)
- F 85. 52.249-4 Termination for Convenience of the Government (Services) (Short Form) (APR 1984)
- C 86. 52.249-6 Termination (Cost-Reimbursement) (SEP 1996)
- F 87. 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
- C 88. 52.249-14 Excusable Delays (APR 1984)
- B 89. 52.251-1 Government Supply Sources (APR 1984)
- B 90. 52.253-1 Computer Generated Forms (JAN 1991)

## **II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS** **(48 CHAPTER 12) CLAUSES**

- B 1. 1252.223-71 Accident and Fire Reporting (OCT 1994)
- B 2. 1252.242-71 Contractor Testimony (OCT 1994)
- B 3. 1252.242-72 Dissemination of Contract Information (OCT 1994)

### **52.252-4 ALTERATIONS IN CONTRACT (APR 1984)**

Portions of this contract are altered as follows:

None.

# **PART III**

## **SECTION J - LIST OF ATTACHMENTS**

### **SOLICITATION ATTACHMENTS**

- A. Standard Form 1448, Proposal Cover Sheet - 1 page
- B.
  - 1. DOT Form 4220.44, Contract Pricing Summary and Instructions - 2 pages
  - 2. Period Summary Spreadsheet - 1 page
  - 3. Summary Hourly Rates - 1 page
- C. Standard Form LLL, Disclosure of Lobbying Activities - 3 pages
- D. Optional Form 17, Offer Label - 1 page
- E. FHWA ADP Information and Requirements and Documentation Guidelines for Microcomputer Applications Information Systems, including an ADP Equipment and Services Form - 10 pages
- F. Federal Highway Electronic Bulletin Board System (FEBBS) User Reference Guide - 2 pages
- G. Past Performance Reference Matrix - 1 page
- H. Library/Reading Material - 2 pages
- I. Background Information - 1 page

### **CONTRACT ATTACHMENTS**

- 1. FHWA Billing Instructions for Cost Reimbursement Contracts - 8 pages
- 2. FHWA ADP Information and Requirements and Documentation Guidelines for Microcomputer Applications Information Systems - 9 pages (not included in the RFP but will be included in the resultant contract - This Attachment is the same as Item E above but without the ADP Equipment and Services Form)
- 3. Task Ordering Guidelines and Procedures - 5 pages
- 4. Award Fee Evaluation Guidelines and Procedures - 4 pages

## PART IV

### **SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS**

**1. 52.203-2 Certificate of Independent Price Determination. (APR 1985)**

- (a) The offeror certifies that -
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory -
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - (2)
    - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_  
(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
    - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**2. 52.203-8 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY  
(SEP 1995) -- ALTERNATE I (SEP 1990)**

- (a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.



- (b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

### CERTIFICATE OF PROCUREMENT INTEGRITY

- (1) I, \_\_\_\_\_ (Name of certifier), am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement, DTFH61-97-R-00010 (solicitation number).
- (2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of \_\_\_\_\_ (Name of Offeror) who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27 (a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.
- (3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- (4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

\_\_\_\_\_  
(Signature of the officer or employee responsible for the modification proposal and date)

\_\_\_\_\_  
(Typed name of the officer or employee responsible for the modification proposal)

\* Subsections 27 (a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

- (c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:
- (1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.
  - (2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.
  - (3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.
  - (4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.
  - (5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.
  - (6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.
- (d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.
- (e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.
- (f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins

employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

- (g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

**3. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**4. 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)**

- (a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- (b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

- (c) Taxpayer Identification Number (TIN).

\_\_\_\_ TIN: \_\_\_\_\_.

\_\_\_\_ TIN has been applied for.

\_\_\_\_ TIN is not required because:

\_\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

\_\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_\_ Offeror is an agency or instrumentality of a Federal, state or local government;

\_\_\_\_ Other. State basis: \_\_\_\_\_

- (d) Corporate Status.

\_\_\_\_ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

\_\_\_\_ Other corporate entity;

\_\_\_\_ Not a corporate entity;

\_\_\_\_ Sole proprietorship

\_\_\_\_ Partnership

\_\_\_\_ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

- (e) Common Parent.

\_\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

\_\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**5. 52.204-5 Women-Owned Business (OCT 1995)**

- (a) Representation. The offeror represents that it \_\_\_\_ is, \_\_\_\_ is not a women-owned business concern.
- (b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**6. 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

- (a) The Offeror certifies:
  - (1) to the best of its knowledge and belief, that:-
    - (i) The Offeror and/or any of its Principals -
      - (A) Are \_\_\_\_ are not \_\_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
      - (B) Have \_\_\_\_ have not \_\_\_\_, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
      - (C) Are \_\_\_\_ are not \_\_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
    - (ii) The Offeror has \_\_\_\_ has not \_\_\_\_, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
  - (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **7. 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987)**

The offeror or quoter, by checking the applicable box, represents that -

- (a) It operates as \_\_\_ a corporation incorporated under the laws of the State of \_\_\_\_\_, \_\_\_ an individual, \_\_\_ a partnership, \_\_\_ a nonprofit organization, or \_\_\_ a joint venture; or
- (b) If the offeror or quoter is a foreign entity, it operates as \_\_\_ an individual, \_\_\_ a partnership, \_\_\_ a nonprofit organization, \_\_\_ a joint venture, or \_\_\_ a corporation, registered for business in \_\_\_\_\_ (country).

#### **8. 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

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(list **names**, titles, and **telephone numbers** of the **authorized negotiators**)

### **FH.3 OTHER COMMUNICATIONS**

To facilitate communications, please provide your Telefax (FAX) number, if available.

FAX Number: \_\_\_\_\_

Please indicate your point of contact (POC) and the complete full mailing and Federal Express addresses for correspondence:

Mailing Address:

Federal Express Address: *(if different)*


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POC: \_\_\_\_\_

POC: \_\_\_\_\_

Telephone # (\_\_\_\_) \_\_\_\_\_

Telephone # (\_\_\_\_) \_\_\_\_\_

Facsimile # (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**FH.4 FEDERAL PROCUREMENT DATA**

Each Contractor receiving an award over \$25,000 will be requested to provide the information as set forth below:

- (1) DUNS Number: \_\_\_\_\_  
(This number is assigned by Dun and Bradstreet, Inc. and is your company's Data Universal Numbering System (DUNS). If the number is not known, it can be obtained from the local Dun and Bradstreet office.)
- (2) Contractor Establishment Code (CEC): \_\_\_\_\_  
(This alpha-numeric number is assigned by Dun and Bradstreet, Inc., and is different from your company's Data Universal Numbering System (DUNS). Enter your CEC if known, or "UNK" if unknown.)
- (3) Home Office County and Congressional District (CD) #: \_\_\_\_\_
- (4) Congressional district and CD# of the Principal Place of Performance: \_\_\_\_\_
- (5) SIC (Standard Industrial Code): \_\_\_\_\_

**9. 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATION (OCT 1995)**

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 8711.
- (2) The small business size standard is \$ 2.5 million in annual receipts.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

## (b) Representations.

- (1) The offeror represents and certifies as part of its offer that it \_\_\_ is, \_\_\_ is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a small disadvantaged business concern.
- (3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a women-owned small business concern.

## (c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

## (d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and



- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**10. 52.219-2 EQUAL LOW BIDS (OCT 1995)**

- (a) This provision applies to small business concerns only.
  - (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.
- 
- 

- (c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

**11. 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)**

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -
  - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
  - (2) Retain the certifications in the files; and
  - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly,

semiannually, or annually). **NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

## **12. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)**

The offeror represents that -

- (a) It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It \_\_\_ has, \_\_\_ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

## **13. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that (a) it \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

## **14. 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)**

The Offeror certifies that -

- (a) Any facility to be used in the performance of this proposed contract is \_\_\_ , is not \_\_\_ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

## **15. 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1995)**

- (a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/-contractor.

- (b) By submission of its offer, the offeror (other than an individual) responding to a solicitation that is expected to exceed the simplified acquisition threshold, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--
- (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (2) Establish an ongoing drug-free awareness program to inform such employees about -
    - (i) The dangers of drug abuse in the workplace;
    - (ii) The Contractor's policy of maintaining a drug-free workplace;
    - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;
  - (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
  - (5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

- (6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Take appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.
- (c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- (d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)
- (e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under title 18, United States Code, section 1001.

**16. 52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 1996)**

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
  - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--
  - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
    - \_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
    - \_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

- \_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- \_\_\_ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or
- \_\_\_ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**17. 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (JUN 1987)**

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data - General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

**REPRESENTATION CONCERNING DATA RIGHTS**

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block) -

- \_\_\_ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
- \_\_\_ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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**NOTE:** "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled Rights In Data - General.

**18. 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (NOV 1993)**

**NOTE:** This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

**I. Disclosure Statement - Cost Accounting Practices and Certification**

- (a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of 48 CFR parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR parts 9903 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR Subpart 9903.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to-practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

\_\_\_\_\_ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy of the cognizant Administrative Contracting Officer (ACO), and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form No. CASB DS-1. Forms may be obtained from the cognizant ACO or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO where filed: \_\_\_\_\_

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- \_\_\_\_\_ (2) Certificate of Previously Submitted Disclosure Statement.

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO where filed: \_\_\_\_\_

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- \_\_\_\_\_ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

- \_\_\_\_\_ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## **II. Cost Accounting Standards - Eligibility for Modified Contract Coverage**

If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- \_\_\_\_\_ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an

award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

**CAUTION:** An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

### **III. Additional Cost Accounting Standards Applicable to Existing Contracts**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

\_\_\_ Yes \_\_\_ No.

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## **FH.2 NOTIFICATION OF DEFECTIVE INVOICES**

Each Contractor receiving an award will be requested to identify a person or office to be contacted for prompt notification regarding the receipt by the Government of a defective invoice.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Area Code: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Telex No: \_\_\_\_\_ TWX: \_\_\_\_\_

### **TO BE COMPLETED BY OFFEROR:**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature) (Title)



## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

(please show the RFP number and closing date on the forwarding envelope)

**NOTE:** In the past, couriers could deliver sealed bids or offers directly to Room 4410. Special security procedures have been instituted which prohibit couriers from delivering material directly to offices in the Nassif Building. Couriers must now deliver material to the northeast guard station at the Nassif Building. The guard will accept the material, dismiss the courier, and then the material will be examined and x-rayed prior to being delivered to Room 4410 through the normal Nassif Building mail delivery procedures, which could take up to several working days. Couriers and individuals delivering packages must have them x-rayed behind the northeast guard station at the Nassif Building (hours of operation: 7 am to 5 pm local time) prior to delivery to Room 4410. The delivery of sealed bids or offers to Room 4410 will take longer than it did prior to the institution of the special security procedures. Offerors must make allowances for these new procedures in order to assure that offers arrive in Room 4410 on time. **Bids/offers must be received in Room 4410 by the time and date due, to be considered timely,** not just delivered to a guard station, the Nassif mail room or loading dock. To assist in expediting delivery, the outside of the envelope/package containing the offer must be marked with the completed Optional Form 17, Offer Label, provided with this solicitation as an Attachment, see SECTION J.

**STATUS PHONE NUMBER:** A phone number has been set aside to provide status on this procurement at (202) 366-2863. Specific questions should be handled as described below.

**QUESTIONS:** Questions on solicitation content, issues or procedures should be submitted in writing to the Point of Contact (POC) identified in block 10 on page 1, Standard Form 33. **Send questions via e-mail to: rick.murray@fhwa.dot.gov** or by facsimile to (202) 366-3705. It is recommended that prospective Offerors call the POC the next business day after question transmittal to ensure/verify receipt.

**ELECTRONIC DISSEMINATION OF RFP DOCUMENTS:** An electronic copy of this RFP (without all attachments) and a list of Frequently Asked Questions (FAQ) for this RFP can be found on the FHWA Electronic Bulletin Board System (FEBBS) under the Contracts and Procurement section in the Conferences Area. Attachment F provides instructions on how to access the FEBBS. In addition, this RFP (without all attachments) may be made available on an experimental basis via the Internet. If this occurs, the exact address will be listed on the status phone line. Currently, the FHWA Office of Acquisition Management maintains a home page at: <http://www.fhwa.dot.gov/aaa/hamhome.htm>

**INFORMATIONAL/READING MATERIAL:** Selected information listed in Attachment H will be available for review in the U.S. Department of Transportation at 400 7th Street, S.W. (the L'Enfant Plaza Station Metro Stop), Nassif Building, Washington, D.C., 20590. The exact location and available dates and times will be announced on the **STATUS PHONE NUMBER** listed above. Questions concerning references/information content must be submitted in accordance with the **QUESTIONS** section above.

**NOTE:** As prescribed by 52.215-16, the Government may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint.

**NOTE:** With respect to The Procurement Integrity Act requirements regarding "proprietary information," your attention is directed to FAR 3.104-4(j)(1), (2) and (3), for the definition of "proprietary information" and a discussion of the marking of such information (see also provision 52.215-12 below), and to FAR 3.104-5 for a discussion of the disclosure of that information.

**NOTE:** Facsimile bids/proposals will not be considered for this solicitation.

**52.215-12 RESTRICTION ON DISCLOSURE AND USE OF DATA (APR 1984)**

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall -

- (a) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this Offeror or quoter as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets \_\_\_\_\_ (insert numbers or other identification of sheets)"; and

- (b) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

**52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates awarding one or more (but most likely not more than three) indefinite delivery/indefinite quantity (IDIQ) contracts from this solicitation. Work will be performed under these contracts through the placement of Task Orders that may be either: firm fixed price (FFP), cost plus fixed fee (CPFF) or cost plus award fee (CPAF).

The use of multiple award contracts will allow FHWA to take continuous advantage of the competitive forces of the commercial marketplace which will result in lower prices, better quality, and improved contractor performance in satisfying FHWA requirements.

This requirement is not a small business set-aside.

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This procurement incorporates some items that are a part of a Department of Transportation (DOT) Procurement Reinvention Laboratory Pilot for streamlining the procurement process. Following are items applicable to this procurement.

1. The Government reserves the right to communicate with offerors prior to establishment of the competitive range, if applicable, to obtain information to facilitate the Government's decision either to award without discussions or determine the competitive range. Information received during this phase of communications may provide context to the proposal in that it allows the Government to understand the offeror's intent. Consequently, it may be used in proposal evaluation. Communications conducted pursuant to this paragraph are: (1) not "discussions"; (2) do not permit changes in an offeror's proposal other than correction of mistakes; (3) are conducted to obtain information that explains or resolves ambiguities or other concerns in the offeror's proposal (however, a willingness by the offeror to make corrections does not require that the offeror be placed in the competitive range, if one is established); and (4) shall only be initiated if authorized by the contracting officer.

2. There will be a downselect prior to oral presentations to include only the proposals having “a reasonable chance of being selected for award.” Offerors not included in the downselect will be informed that, based on the offeror's initial submission, they are unlikely to receive an award, and they will be offered the opportunity to withdraw their proposal (such offerors may, at their option, request in writing to continue in the procurement process despite the downselect). Excluded Offerors will be debriefed after contract award(s), upon receipt of a written request.
3. A competitive range determination will be made if negotiations are necessary, to include dialog with included offerors concerning deficiencies, as applicable. This dialog will be defined as discussions (in accordance with FAR 15.601) in that they permit an offeror to revise or modify their offer. Offerors excluded in the competitive range determination will be debriefed after contract award(s), upon receipt of a written request.
4. There may be more than one competitive range determination if it becomes evident that an offeror is no longer considered to “have a reasonable chance of being selected for award” after discussions have begun, without affording the offeror an opportunity to submit a proposal revision.

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### **INSTRUCTIONS FOR THE SUBMISSION OF PROPOSAL INFORMATION**

Responses submitted for this request for proposals (RFP) must adhere to the format and content instructions set forth below. These instructions have been specifically tailored to the process and the evaluation criteria to be applied during proposal evaluation. Failure to submit any of the information requested by this RFP may be cause for unfavorable consideration. Any inconsistencies between the various sections of an Offeror's response must be fully explained. A significant inconsistency, if unexplained, may raise a fundamental question of the Offeror's understanding of the work required, and ability to perform the contract.

The Offeror's response should demonstrate their understanding of this procurement and capability for performance in a concise, logical, manner and should not contain superfluous material which is not directly related to this procurement.

This request for proposals is written in the Uniform Contract Format described in Federal Acquisition Regulation (FAR) section 15.406. Offerors are encouraged to familiarize themselves with the Uniform Contract Format. This will facilitate their understanding of the terms and conditions of this solicitation, the instructions which follow, and the source selection process.

The Government advises prospective Offerors to read the terms and conditions of the model contract carefully and to refer any questions of interpretation to the Contracting Officer in writing sufficiently ***before*** the deadline for the receipt of proposals.

The Government will process late submissions of proposals in accordance with FAR 52.215-10. If a proposal is received late and is not eligible for consideration in accordance with FAR 52.215-10, then the Government will reject that proposal without evaluation.

- A. **Introduction.** Each Offeror must submit 10 sets (*a clearly marked original plus 9 copies*, in three-ring loose-leaf binders, with each Part and Section of information under a separate tab divider), and 2 sets in electronic format (*a clearly marked original plus 1 copy on 3.5" diskettes in WordPerfect 6.1/Lotus 123 Ver 5 or equivalent formats*) as indicated below, of the following information in response to this request for proposals in strict accordance with the below instructions. Each set of information should be placed in a separate binder.

**Cover Letter/Executive Summary** (Not to exceed 2 pages) - A brief summary of the Offeror's capability in regards to this specific solicitation, within the page limitation.

**Part I.** **Offer:** Selected model contract information for contract sections A through K (see paragraph B below for more information) (also provide the information for Sections B through G in electronic format);

**Part II.** **Technical/Staffing:**

Section A. Written information outlining the Offeror's experience, staff capability and facilities to perform the prospective contract;

Section B. Additional information in the form of an 'Oral Presentation' to demonstrate the Offeror's approach and management capability to perform the prospective contract (see paragraphs D and E below);

**Part III.** **Cost:** Written information supporting the Offeror's proposed costs (also provide this information in electronic format as directed in G1).

Proposals shall be submitted on 8½ by 11 inch paper, except for foldouts used for charts, tables, appendices or diagrams, which shall not exceed 11 by 17 inches. A page is defined as one side of a piece of paper. A piece of paper with printing on both sides is considered 2 pages. Margins (excluding headers and footers) shall be no less than 1 each on both sides, top and bottom of the page. Regular text print type shall not be less than 10 points or more than 12 character per inch, and shall not exceed 6 lines to the vertical inch. Pages exceeding the page limitation will not be read or evaluated.

The evaluation board may take into account when making its evaluation, any failure to conform to the instructions and rules of SECTION L or any attempt to evade these specifications and rules on the basis of technicalities, as indicators of future performance.

If an Offeror does not understand these instructions, then they must submit their question(s) to the Contracting Officer for clarification sufficiently in advance of the deadline for the receipt of offers to get an answer in time to meet that deadline.

**B. Offer (Part I).** The Offeror must show in writing that they agree to all the terms and conditions of the model contract of this solicitation, which consists of RFP sections A through K, including all documents, exhibits, and other attachments that are incorporated therein by reference and made a part thereof, or provide an explanation for any exceptions. Part I shall include only the following:

1. RFP Section A, Standard Form (SF) 33, "Solicitation, Offer, and Award," blocks 12 through 18;
2. RFP Section B, "Supplies or services and prices/costs," with the Offeror's insertions of its proposed prices in the appropriate blank spaces for each contract line item on which the Offeror is making a proposal. (Offeror should read solicitation provision FAR 52.215-16, "Contract Award," as well as the other terms and conditions of this solicitation for information about the rules and procedures for offer and acceptance in this procurement);
3. RFP Section G, "Key Personnel," with the Offeror's insertions of its proposed key personnel (be they prime or subcontractor personnel) in the appropriate space; and "Professional Staffing," with the Offeror's insertions of its proposed professional staffing (be they prime or subcontractor personnel) in the appropriate space;

Note: The Offeror is to identify and include the names and corresponding position of their staff that they consider Professional Staffing (other than Key Personnel) , and for which they agree to notify the Contracting Officer, in advance, prior to replacing these individuals. All proposed staff may not necessarily be considered professional (i.e. Support Staff).

4. RFP Section K, “Representations, Certifications, and Acknowledgments”
5. Statement, Briefly (not to exceed 1 page) state your agreement to all the terms and conditions of the model contract of this solicitation, which consists of RFP sections A through K, including all documents, exhibits, and other attachments that are incorporated therein by reference and made a part thereof, or provide an explanation for any exceptions.

Note: Offerors should not reproduce the entire contents of RFP Sections B through K. Only include the items identified above.

The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the model contract (i.e., RFP sections A through K).

If an Offeror intends to make an alternate proposal of terms and conditions that differ from or supplement those contained in the mode contract, then the Offeror must state those alternate terms and conditions in a letter attached to the offer. The same representative of the Offeror who signed SF 33, block 17, must sign the letter. The Government warns Offerors that it reserves the right to award this contract without discussions, in accordance with FAR 15.610(a) and 52.215-16(c) (Alternate II). By making an alternate proposal the Offeror may, either intentionally or inadvertently, render its proposal unacceptable, unless the RFP expressly states that the Government will entertain an alternative proposal with regard to a specific term or condition of the request for proposals. In the absence of discussions, the Government will give Offerors no opportunity to modify their proposals to eliminate deficiencies.

### **C. Technical/Staffing (Part II) in two Sections.**

For Part II, Section A, the Offeror must prepare and submit the following:

1. Experience/Past Performance Reference Matrix. Provide a Past Performance Reference Matrix with up to 15 of the most relevant and related references (work completed or in-progress) for similar work in terms of size and scope over the past three years with FHWA and/or other organizations (both commercial and Governmental). RFP Attachment G is a sample of this document and includes instructions for its preparation. In addition, provide the following supplemental information (not to exceed 2 pages per reference) on a separate page(s) per reference the following: (i) the name and address of the organization for which services were performed; (ii) the current name and telephone number of the technical point of contact/representative of the organization; (iii) the project name and contract number; (iv) the type of contract and total dollar value; (v) list of major subcontractors; (vi) a brief description of the services provided with type and scope of relates services performed; (vii) period of performance; and (viii) how that reference applies to this solicitation’s statement of work (it is not sufficient to state that it is comparable in magnitude and scope - rationale must be provided to demonstrate that it is comparable).

FHWA may use this information to contact technical representatives on previous contracts to obtain information regarding experience/performance. Failure to provide complete or inaccurate information regarding previously similar and/or related contracts may result in eventual

disqualification. The Government may use random sampling from the references provided, and may also use any other internal or external information obtained by the Government.

2. Resumes for Proposed Key Personnel.

- (a) In addition to the Project Manager, proposed key personnel are those persons, whether employed by the Offeror or by one of the Offeror's prospective subcontractors, as the senior most individual (education, experience and expertise considered) who will occupy any of the following positions (listed alphabetically), and whose names' will be entered in a resultant contract in Section G, under the subsection entitled, **KEY PERSONNEL**:

Conference Facilitator	Policy Analyst
Economist	Technical Writer
Operations Research Analyst	Transportation Planner

Resumes for key personnel (limited to 3 pages per resume) shall include education completed, and briefly/concisely identify verifiable experiences with emphasis on skills and experiences directly related and relevant to this solicitation.

- (b) Briefly (not to exceed 2 pages) state your intentions for providing staff other than key personnel.

3. Staffing/Facilities. Provide/briefly (not to exceed 6 pages) discuss:

- (a) Staffing matrix by proposed labor categories by task/subtask, discussing any deviation from the Government's estimate of staffing (use staffing estimate B for two awards);
- (b) Briefly identify the education/experience qualifications for each labor category being proposed and not identified as a key personnel;
- (c) Your available facilities; and
- (d) Your organization/team staffing capabilities to include depth and breadth of skills, experience and personnel.

For Part II, Section B, the Offeror must prepare and submit the following:

Oral Presentation Transparencies: Provide the transparencies that will be used during the oral presentation. Include the actual (original) transparencies/overheads to be used with the original proposal, and paper copies with each proposal copy. Guidelines for transparency preparation are provided at paragraph E6, below.

**D. Initial Evaluations and Downselect.**

After submission of proposals, the Government will evaluate an Offeror's knowledge, experience, staffing including key personnel, facilities (Part II, Section A) and price and will make a downselect decision in accordance with the Section M criteria.

Offerors still under consideration for award will be required to make an oral presentation (not-to-exceed 30 minutes plus additional time for a question and answer session) to the Government's evaluation board, in a conference room setting. The oral presentation (including responses to the questions and answers session and the response to a 'pop quiz' question) will be videotaped by the Government to be used during scoring of the technical proposal. A copy of the videotape will not be provided to the Offeror. The Offeror may not videotape or otherwise record these events.

**E. Oral Presentation. (For those Offerors still under consideration for award)**

1. **Purpose.** The oral presentation is a test to enable the evaluation board to assess each Offeror's relative level of familiarity with, and understanding of the work that it would perform under the prospective contract. The Offeror's representatives must show by their presentation and by their answers to the Government's questions that they understand the Government's requirements; that they are familiar with the kinds of problems that may develop during performance; and that they are capable of developing practicable and effective solutions to those problems.
2. **Schedule.** The Contracting Officer will schedule all oral presentations as close together as possible, on a random basis, and will notify each Offeror of the scheduled date, time, and location of its presentation. The Offeror must make its oral presentation in accordance with these instructions and any additional instruction that the Contracting Officer may provide. Oral presentations are not subject to the rules for the late submission of proposals. An Offeror's oral presentation may be rescheduled at the sole discretion of the Contracting Officer.

The Contracting Officer will tell the Offeror when to start its presentation, keep time, and stop the presentation at the end of the presentation time period whether or not the Offeror has finished.

3. **Participation and Attendance.** The Offeror's presenter(s) must be chosen from among the Offeror's proposed key personnel and must include the proposed Project Manager. The Offeror may not use a professional speaker or consultant to make its presentation. The Offeror may send no more than 4 representatives to the oral presentation, subject to the Contracting Officer's approval, one of which may be a company officer.
4. **Questions.** During the presentation the Government's representatives will not interrupt the Offeror to ask questions (except to request the repetition of inaudible words or statements or the explanation of terms that are unknown to them) or otherwise engage the Offeror in any dialogue.

After a short break, the Government will conduct a question and answer session following the oral presentation. The Offeror's representatives must answer the questions posed by the Government's representatives. A representative 'pop quiz' question(s) may be given to the Offeror (prior to the break) to test their capability/ response on the subject matter. The same 'pop quiz' question(s) will be asked of all Offerors making an oral presentation. The time allowed for this session is above and beyond the time allotted for the Offeror's oral presentation and demonstration.

Because the oral presentation and the question and answer session are tests of the Offeror's capability and not a part of a proposal, neither the oral presentation nor the question and answer session will constitute discussions, as that term is defined and used in FAR subpart 15.6. If the Government decides that discussions are necessary, notwithstanding its intention to award a contract without discussions, then the Government will not discuss the Offeror's oral presentation or the answers that it gave during the question and answer session that followed. The Government will not solicit or entertain revisions to the Offeror's oral presentation or to its answers to questions, either as a part of any revision to an offer, including a best and final offer, or independently.

5. **Topics.** During the oral presentation, the Offeror shall address their approach and management to perform the prospective contract (refer to Section M evaluation factors). As a minimum, the Offeror shall address the following:

Introduction of the presenting personnel and their title/position & their role in this procurement

Understanding of the Statement of Work requirements  
 How the Offeror will provide the Best Value to the Government  
 Demonstration of their capability to perform the prospective contract

6. **Presentation Media.** The Offeror shall use no more than 20, 8½ inch by 11 inch, overhead slides (transparencies) when making its presentation. The Offeror is discouraged from developing overly elaborate presentation or presentation materials (FAR 52.215-7, Unnecessarily Elaborate Proposals or Quotations). The Offeror may not present or distribute any additional documentation (such as manuals, handbooks, guides, ect) which may or may not have been referenced during the presentation. The Government will provide an overhead projector, and a blank pad of flip chart paper with marker pens for the Offeror's use during the oral presentation session. The Offeror is responsible for assigning one of the presenting team members to flip the view graphs or flip chart pages. The overhead slides may be presented in any order.

The overhead slides must conform to the following specifications:

- (i) Text slides:
  - Color: optional
  - Font: Times New Roman
  - Heading font size: 44 points
  - Subheading font size: 32 points
  - Number of lines: No more than eight lines (total including headers, footers & text bullets) per slide
  - Line font size: No smaller than 28 points
  - Supplemental notes: none permitted
- (ii) Graphic slides:
  - Color: optional
  - Heading font size: 44 points
  - Caption font size: no smaller than 18 points

The Offeror must submit its overhead slides- and 10 sets (an original plus 9 copies) of 8½ inch by 11 inch, landscape orientation, paper copies of its overhead slides-with its offer. The Offeror must number the pages of the paper copies, and bind each set in a three-ring loose-leaf binder. In order to ensure the integrity of the source selection process, the Offeror must use the overhead slides submitted to the Government with its proposal when making its oral presentation, without any alteration. The evaluation board may review the copies of the slides prior to the presentation. The Offeror may submit no other documentation for its oral presentation. When evaluating the Offeror's oral presentation the Government will consider only those overhead slides that were actually projected and addressed by the Offeror during its presentation. The Contracting Officer will not permit the Offeror to use slides during the question and answer session that were not projected and discussed during the presentation.

## **F. Discussions/Negotiations.**

If the Government decides that discussions/negotiations (as defined and used in FAR subpart 15.6) are necessary, the contracting officer will establish a competitive range for the purpose of conducting discussions. The negotiations may be scheduled to commence directly after the question and answer session or at another date and time, the details of which will be presented to the Offeror prior to the negotiations session, as applicable. During negotiations, Government will not discuss the Offeror's oral presentation or the answers that it gave during the question and answer session.



**G. Cost Proposal (Part III).**

**As prescribed by 52.215-16, the Government may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint.**

Adequate price competition is expected to exist, and therefore this action is exempted from the requirement for submission of cost or pricing data. In submitting your proposal, you must include an index, appropriately referenced, of all the pricing data and information accompanying or identified in the proposal.

The number of contracts that will be awarded, the amount and distribution of work in each task area and over the period is unknown at this time. Therefore, all offerors are to base their cost proposals on the following assumptions:

- ☞ Using the hour estimates below, prepare three sets of pricing information, based on one, two or three contract awards.
- ☞ Assume that the level of work is constant from year to year for the contract's period of performance, and that the funding identified for travel and other direct costs identified in Section B is equally divided up among each year (i.e., assume \$100,000/year for travel).
- ☞ Assume that all Task Orders will be issued on a cost plus award fee (CPAF) basis.

Offerors shall submit three sets of budget information (a complete set for each of the three contract award scenarios) consisting of: a budget summary for the entire contract period of performance and a separate summary for each year. Budget summaries shall *clearly identify* the following information as applicable:

1. Offerors shall submit their breakdown utilizing Attachments A, B1, B2 and B3. A spreadsheet formatted similarly to the DOT Form 4220.44 (Attachment B1) may substituted for that form. Offerors shall not alter the format for Attachments B2 and B3 (which are available for download in accordance with the Section L, **ELECTRONIC DISSEMINATION OF RFP DOCUMENTS**, on page 49). If you are proposing indirect rates and ceiling indirect rates, submit an "A" subset with the proposed indirects and a "B" subset with the ceiling rates. The difference between the proposed and ceiling rates will be evaluated as cost risk to the government. Submit your price information as follows:
  - a. A completed and signed summary SF-1448 (Attachment A) summarizing the entire period of performance using indirect rates, and a Summary Hourly Matrix (Attachment B3) for each contractor. All consultants may be placed on one page..
  - b. A completed DOT F 4220.44 (Attachment B1) and Period Summary (Attachment B2) for each year.
  - c. Also provide the spreadsheets in 1a and 1b above in electronic format. All values should be entered into the spreadsheets to at least 4 decimal places (when appropriate), but printed to 2 decimal places. Total columns should be printed as whole numbers.
2. Below is the Government's Estimate of Staffing in Staff-Months believed to be necessary for the successful completion of this contract over the entire contract period of performance. Staff-months is defined in Section F. The Offeror shall propose staffing distribution (staff-months and

disciplines) based on the below estimates that would satisfy FHWA requirements, as stated in the SOW and describe their staffing distribution rationale. Offerors must relate labor categories and levels to the Government labor disciplines and levels described below.

A: If 3 Awards	Tasks									Total
	A	B	C	D	E	F	G	H	I	
Experience Level										
Senior Staff	32.6	41.8	25.0	40.2	65.7	12.8	20.6	14.1	14.7	267.3
Junior Staff	34.5	46.1	27.7	45.6	76.0	17.9	26.0	22.3	20.6	316.7
Support Staff	6.2	10.9	7.6	12.5	21.7	4.6	6.5	4.9	6.0	80.8
Totals	73.3	98.8	60.2	98.2	163.4	35.3	53.2	41.2	41.2	664.7

B: If 2 Awards	Tasks									Total
	A	B	C	D	E	F	G	H	I	
Experience Level										
Senior Staff	65.1	83.6	49.9	80.3	131.3	25.5	41.2	28.2	29.3	534.5
Junior Staff	68.9	92.3	55.4	91.2	152.0	35.8	52.1	44.5	41.2	633.3
Support Staff	12.5	21.7	15.2	25.0	43.4	9.2	13.0	9.8	11.9	161.7
Totals	146.5	197.5	120.5	196.4	326.7	70.5	106.4	82.5	82.5	1,329.5

C: If 1 Award	Tasks									Total
	A	B	C	D	E	F	G	H	I	
Experience Level										
Senior Staff	97.7	125.3	74.9	120.5	197.0	38.3	61.9	42.3	44.0	801.8
Junior Staff	103.4	138.4	83.0	136.7	227.9	53.7	78.1	66.8	61.9	950.0
Support Staff	18.7	32.6	22.8	37.4	65.1	13.8	19.5	14.6	17.9	242.5
Totals	219.8	296.3	180.7	294.7	490.1	105.8	159.5	123.7	123.7	1,994.2

The following disciplines and/or expertise are believed to be necessary for successful completion of this project (there is no preference implied by the order in which these disciplines appear).

Project Manager \*\*\*

Operations Research Analyst \*\*\*

Computer Programmer

Policy Analyst \*\*\*

Conference Facilitator \*\*\*

Statistician/Data Analyst

Economist \*\*\*

Support Staff

Geographer	Survey Design Specialist
Highway Engineer	Technical Writer ***
Marketing Specialist	Traffic Engineer
Mathematician	Transportation Planner ***

\*\*\* denotes that the senior most individual (education, experience and expertise considered) in this discipline is identified as a **KEY PERSONNEL**

3. Submit with your proposal any information necessary to determine the reasonableness of your price / cost, including, the nature and amount of any contingencies included in the proposed price.
4. Offeror shall, at a minimum, briefly address the following areas:
  - (i) Labor Rates: Indicating the types or categories of labor being proposed together with labor hours for each category, indicating rate of compensation. State the number of any additional direct labor (new hires) will be required during the performance period of this acquisition.
  - (ii) Productive Hours: Provide your definition of productive hours and how vacation, sick and other types of leave are accounted for and charged.
  - (iii) Indirect Rates: Discuss your proposed rates and your ceiling rates for all years. Identify all the various specific indirect rates including what they are (pool and base), and what they are based on (e.g., labor overhead based on direct labor dollars) and how they are applied/calculated. Offerors must provide dollar values as well as percentages. *What will the impact be to your indirect rates if awarded this contract?*
  - (iv) Escalation: *Include escalation in your labor rates.* For guidance, FAR Circular 90-35 published in part the following rates of inflation: 1996 - 3.0%, 1997 - 3.0%.
  - (v) Subcontracting/Consultants: If subcontractors and/or individual consultants will be used in carrying out the requirements of this project, the following information concerning the subcontractor shall be furnished:
    - ( 1) Name and address of the subcontractor or consultant.
    - (2) Identify the individuals' name, positions and the portion of work to be conducted by the subcontractor or consultant.
    - (3) Cost/price proposal (use SF 1448 with supporting information as necessary).

NOTE: Prime Contractors/Offerors are responsible for performing a cost/price analysis on all their proposed subcontractors/consultants in accordance with FAR 15.805-1(c) and 15.806. ***A cost/price analysis report must accompany each named subcontractor/consultant as defined at FAR 15.805-1(c) and in accordance with FAR 52.244-1(b)(7).***

- (4) A letter or other statement from each proposed consultant and/or subcontractor indicating that they have been approached on the matter of participation in this project and are willing and able to do so in the terms indicated.

Include the percentage of subcontracting in terms of direct productive hours and in dollars.

- (vi) Plug Numbers: Offerors are to propose the following plug numbers:

Travel: Offerors are to propose \$400,000 as a 'plug' numbers, to cover all tasks over the contract period of performance. This amount does not include any loading or burdens.

Other Direct Costs (ODC): Offerors are to propose \$600,000 as a 'plug' numbers, to cover all tasks over the contract period of performance. This amount does not include any loading or burdens.

- (vii) Award Fee: Award Fee is comprised of two components. The first component is a Base Fee and the second is the Award Fee. To incentivize the selected Contractor in performance under a resultant contract and to allow a larger award fee, the following is provided:

**For this procurement, the Government considers a base fee of 2% or less to be fair-and-reasonable and appropriate.**

- (viii) Fee: The fee (both fixed fee in CPFF and the combination of base fee and award fee in CPAF) must not exceed the statutory limitations on fee as stated in FAR 15.903(d)(iii).

5. Other Division: If other divisions, subsidiaries, a parent or affiliated companies, will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your intercompany pricing policy.
6. Right of Examination: By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award. The Federal Highway Administration may use an independent contractor for cost and price analyses.
7. ADP Services/Equipment. If Contractor-owned (including leased/rented) ADP services are anticipated in carrying out the requirements of the project, the information set out in the "FHWA ADP Information and Requirements and Documentation Guidelines for Microcomputer Applications Information Systems" Attachment E (see SECTION J), shall be completed for Contractor owned equipment, and returned with the SF-1448. If there will be no Contractor owned equipment/software utilized, so indicate on the form.
8. Subcontracting Plan. As prescribed by FAR 52.219-9, if the total contract price is expected to exceed \$500,000, the offeror shall include a statement in its offer relative to subcontracting opportunities under the proposed contract. The offeror shall state that there will be subcontracting, or that the offeror has determined that all work will be done in-house. If there will be subcontracting opportunities, the offeror shall submit a subcontracting plan as prescribed in FAR 52.219-9. If it is determined there will not be subcontracting opportunities, the offeror shall submit a statement of circumstances supporting this determination. All subcontracting plans and statements supporting the absence of subcontracting opportunities must be acceptable to the Contracting Officer. Failure to submit and negotiate an acceptable subcontracting plan or a statement supporting the absence of subcontracting opportunities shall render the offeror ineligible for award of a contract.

Subcontracting plans must provide breakouts of percentages and dollar values associated with small businesses, small disadvantaged businesses, woman-owned businesses, historically black universities, and other minority institutions as compared to the total amount bid for this effort.

*Note: FHWA does not have preset subcontracting goals. Each proposal is evaluated on a case by case basis. The participation of small businesses, small disadvantaged businesses, woman-owned businesses, historically black universities, and other minority institutions, is encouraged. The subcontracting plan will be considered in the ultimate award decision. See Section M, Evaluation Factors for Award.*

### General Financial/Organizational Information

Information regarding the following items shall be furnished in sufficient detail to allow a full and complete business evaluation and included in Part III.

If the question indicated is not applicable or the answer is none, it should be annotated.

- A. What is your fiscal year period? (Give month to month dates.) \_\_\_\_\_
- B. Attach a current organizational chart of the company.
- C. Specify whether or not there are sufficient financial resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate the amount of assistance required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).
- D. What was your work distribution for the last three completed fiscal accounting periods?

		FY 19____	FY 19____	FY 19____
(1)	Government cost reimbursement type prime contracts and subcontracts:	\$	\$	\$
(2)	Government fixed price prime contracts and subcontracts:	\$	\$	\$
(3)	Commercial Sales:	\$	\$	\$
(4)	Total sales:	\$	\$	\$

- E. Have the proposed indirect cost rate(s) been audited and accepted by any Federal Audit agency?  
Yes \_\_\_\_\_ No \_\_\_\_\_\* If yes, give agency name, location, point of contact, telephone number, and the date of approval/acceptance.

\*If the answer is No, data supporting the proposed rates must accompany the cost or price proposal. The data shall include a breakdown of the items comprising overhead and G&A, and the base upon which the burdens are computed.

**NOTE: Any cost proposed for independent research and development (IR&D) effort will be allowed only if it can be shown to relate to Federal Highway Administration programs.**

- F. Has your system of control of Government property been approved by a Government agency?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, give agency name, location, point of contact, telephone number, and the date of approval/acceptance.

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- G. Purchasing Procedures

(1) Are your purchasing procedures written? Yes \_\_\_\_\_ No \_\_\_\_\_

(2) Has your purchasing system been approved by a Government Agency? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give agency name, location, point of contact, telephone number, and the date of approval/-acceptance.

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- H. Does your firm have an established written incentive compensation or bonus plan? Yes \_\_\_\_\_ No \_\_\_\_\_

- I. Describe your accounting system of estimating and accumulating costs under Government contracts.  
(Check appropriate blocks.)

	<u>Estimated Actual Cost</u>	<u>Standard Cost</u>
(1) Estimating System		
Job Order	/ /	/ /
Process	/ /	/ /
(2) Accumulating System		
Job Order	/ /	/ /
Process	/ /	/ /

- J. Has your cost estimating system been approved by any Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give agency name, location, point of contact, telephone number, and the date of approval/-acceptance.

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- K. Has your cost accumulation system been approved by any Government Agency? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give agency name, location, point of contact, telephone number, and the date of approval/-acceptance.

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- L. List any contract that was terminated for convenience of the Government within the past 3 years, and any contract that was terminated for default within the past 5 years: briefly explain the circumstances in each instance. (Provide attachment, if necessary.)

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Federal Information Processing Standards Publication 38 (FIPS PUB) dated February 15, 1976, and FIPS PUB 64 dated August 1, 1979, are incorporated by reference and may be obtained upon request from the address listed below. The cost for FIPS PUB 38 is \$27.00 and for FIPS PUB 64, \$24.50.

National Technical Information Service  
5235 Port Royal Road  
Springfield, Virginia 22164

Telephone Number (703) 487-4650

Until a formal notice of award is issued, no communication by the Government either written or oral shall be interpreted as a promise that an award will be made.

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific written authorization from the Contracting Officer.

#### **52.233-2 SERVICE OF PROTEST (OCT 1995)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Frank J. Waltos, HAM-20, Room 4404, 400 Seventh Street, SW., Washington, D.C. 20590-0001.
- (b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GAO or within one day of filing a protest with the GAO.
- (c) In this procurement, you may protest to the GAO because of the nature of the supplies or services being procured.

#### **52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS**

1. 52.209-7 Organizational Conflicts of Interest Certificate--Marketing Consultants (OCT 1995)
2. 52.215-5 Solicitation Definitions (JUL 1987)
3. 52.215-7 Unnecessarily Elaborate Proposals or Quotations (APR 1984)
4. 52.215-8 Amendments to Solicitations (DEC 1989)
5. 52.215-9 Submission of Offers (JUL 1995)
6. 52.215-10 Late Submissions, Modifications, and Withdrawals of Proposals (JUL 1995)
7. 52.215-13 Preparation of Offers (APR 1984)
8. 52.215-14 Explanation to Prospective Offerors (APR 1984)
9. 52.215-15 Failure to Submit Offer (JUL 1995)
10. 52.215-16 Contract Award (OCT 1995)
11. 52.215-30 Facilities Capital Cost of Money (SEP 1987)
12. 52.215-41 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1995) - Alternate IV (OCT 1995)
  - (a) Submission of cost or pricing is not required.
  - (b) Provide information described under **Cost Proposal (Part III)**.
13. 52.222-46 Evaluation of Compensation for Professional Employees (FEB 1993)
14. 52.227-6 Royalty Information (APR 1984)

**II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS (48 CFR CHAPTER 12) SOLICITATION PROVISIONS**

None.

**52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)**

Portions of this solicitation are altered as follows: None.



## **SECTION M - EVALUATION FACTORS FOR AWARD**

- A. General.** The Government will award the contract to the acceptable Offeror who is the best overall value, basing its source selection decision on three factors - Technical, Cost and Business, among the competing offerors.
- B. Evaluation Factors.** The Government will evaluate the competing offers on the basis of the following factors:
- 1. Technical.** All subfactors are equal in importance.
    - a. **Experience.** The Government will evaluate each Offeror's experience on the basis of the relevance of that experience to the work to be performed under the prospective contract and on its depth and breadth.
    - b. **Qualifications of key personnel.** The Government will evaluate the qualifications of the Offeror's key personnel on the basis of their formal education; the relevancy and relative depth and breadth of their experience; and, on their reputation for honesty, competence, cooperativeness, and effectiveness.
    - c. **Approach/Management.** The Government will evaluate the Offeror's proposed approach and management capability to perform the prospective contract, to include contract and Task Order management, staffing (depth and breadth), and staying abreast of current applicable technology (hardware and software), and new and innovative concepts relating to the areas of performance.
    - d. **Understanding of the Government's requirements and of the nature of the work to be performed.** The Government will evaluate the Offeror's understanding of the Government's requirements including its relative understanding of the nature of the work to be performed under the prospective contract on the basis of its oral presentation and its responses during the question and answer session.
  - 2. Cost.** The Government will evaluate the proposed cost/price for relative reasonableness and realism by means of price analysis to assess realism and probable cost to the Government. The proposed costs may be adjusted for the purpose of evaluation, based upon the results of the cost realism assessment.
  - 3. Business.** Business factors to be considered, but not scored:
    - a. **Past Performance.** The Government will evaluate the merits of each Offeror's past performance (on all contracts, not just those provided in their proposal) on the basis of its reputation with its former customers and others for the following: adhering to the terms and conditions of its contracts, including the technical, business, and administrative aspects of performance; demonstrating a commitment to customer satisfaction; pursuing excellence in all aspects of its business; and successful financial performance.
    - b. **Subcontracting.** A considerable portion of this requirement may be subcontracted to others by the prime contractor. Public Law (Pub.L.) 95-507 and Executive Order (E.O.) 12928, establish a preference for subcontracting with small Disadvantaged Business Enterprise firms (DBE), small Women-owned Business Enterprise firms (WBE), and Minority Institutions (MI) comprised of Historically Black Colleges and Universities, Hispanic

Serving Institutions, and American Indian Institutions of Higher Learning. In keeping with the spirit and intent of Pub.L. 95-507 and E.O. 12928, when subcontracting is proposed, proportionally greater consideration will be given to those offers that maximize the subcontracted effort to DBE's, WBE's, and MI's, as reflected in the proposed subcontracting plan.

- C. Basis for Award.** The Government will accept the offer that is considered the best value and most advantageous to the Government. Of the three evaluation factors, Technical, Cost and Business, Technical is more important than Cost. Business factors are of less importance than Technical or Cost, however past performance and responsiveness to subcontracting goals will be considered in the basis for award. As competing Offerors approach being essentially equivalent in any of the three areas, the remaining areas will become more important in the selection decision.

## **Past Performance Reference Matrix**

In the first column, list your relevant references including the Reference's Name, Address, Point of Contact, current Phone Number, Contract being referenced. The other columns represent the various Task and Subtask Areas. In columns 2 on, indicate for a specific Task or Subtask Area, experience as a prime contractor with a "P", or experience as a subcontractor with a "S" (a numeral may be used to indicate the tier level - first tier sub, second tier sub).

Reference	Statement of Work - Task & Subtask Areas									
	A1	A2	A3	A4	B1	B2	B3	B4	C1	...
Reference #1 ABC Example Corporation 123 Main Street, Suite 1 Anywhere, MD 12345 POC: Iva Clue (123) 456-7890 Contract 95-234b	P			P	P	P				
Reference #2 Name Address Point of Contact Telephone Number Contract Number		S1	S1							
...										

Attach supplemental information to include the information requested by the RFP in Section L, Item L, Past Performance References.

## **INFORMATION/READING MATERIAL**

The below listed documents will be available for review in the U.S. Department of Transportation at 400 7th Street, S.W. (the L'Enfant Plaza Station Metro Stop), Nassif Building, Washington, D.C., 20590. The exact location and available dates and times will be announced on the **STATUS PHONE NUMBER** listed in the RFP. Questions concerning references/information content *must* be submitted in accordance with the **QUESTIONS** section in the RFP.

### **TAB    DESCRIPTION**

1. Comprehensive Truck Size and Weight Study, Summary Report for Phase I - Synthesis of Truck Size and Weight (TS&W) Studies and Issues, FHWA, March 1995
2. Comprehensive Truck Size and Weight (TS&W) Study, Phase I - Synthesis, Vehicle Characteristics Affecting Safety and of Truck Size and Weight Regulations, Working Papers 1 and 2 Combined, University Michigan Transportation Research Institute, February 1995
3. Comprehensive Truck Size and Weight (TS&W) Study, Phase I - Synthesis, Pavements and of Truck Size and Weight Regulations, Working Paper 3, Battelle Team, February 1995
4. Comprehensive Truck Size and Weight (TS&W) Study, Phase I - Synthesis, Bridges and Truck Size and Weight Regulations, Working Paper 4, Battelle Team, February 1995
5. Comprehensive Truck Size and Weight (TS&W) Study, Phase I - Synthesis, Roadway Geometry and Truck Size and Weight Regulations, Working Paper 5, Battelle Team, February 1995
6. Comprehensive Truck Size and Weight (TS&W) Study, Phase I - Synthesis, Traffic Operations and Truck Size and Weight Regulations, Working Paper 6, Battelle Team, February 1995
7. Comprehensive Truck Size and Weight (TS&W) Study, Phase I - Synthesis, Truck Costs and Truck Size and Weight Regulations, Working Paper 7, Battelle Team, February 1995
8. Comprehensive Truck Size and Weight (TS&W) Study, Phase I - Synthesis, Logistics and Truck Size and Weight Regulations, Working Paper 8, Battelle Team, February 1995
9. Comprehensive Truck Size and Weight (TS&W) Study, Phase I - Synthesis, The Effects of TS&W Regulations on Truck Travel and Mode Share, Working Paper 9, Battelle Team, February 1995
10. Comprehensive Truck Size and Weight (TS&W) Study, Phase I - Synthesis, Enforcement and Truck Size and Weight Regulations, Working Paper 10, Battelle Team, February 1995
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20. Consideration of All Levels of Government in Highway Cost Allocation and Finance Studies, Battelle Highway Cost Allocation Team, June 28, 1995
21. Alternatives to Finance/(Diversion) Expanding Use of Funds, Battelle Highway Cost Allocation Team, June 28, 1995
22. Highway Economic Requirements System, Volume IV: Technical Report, National Level Version 2, FHWA, November 1996
23. 1995 Status of the Nation's Surface Transportation System: Condition & Performance, Report to Congress, FHWA/FTA/MARAD, October 27, 1995

## **BACKGROUND MATERIAL**

Solicitation DTFH61-97-R-00010 is a follow-on to two contracts awarded under solicitation DTFH61-93-R-00055, contracts DTFH61-93-C-00055 and DTFH61-93-C-00206, which were both awarded on July 23, 1993 as follows:

Contract #:	DTFH61-93-C-00055	DTFH61-93-C-00206
Awardees:	Battelle 505 King Avenue Columbus, OH 43201-2693	DRI/McGraw-Hill 24 Hartwell Avenue Lexington, MA 02173
Contract Amount:	\$14,337,195	\$16,774,902

In letters to unsuccessful Offerors notifying them of the above awards, the following information was provided:

Number of offerors solicited: 92

Number of proposals received: 4

# TASK ORDER PROCEDURE & GUIDELINES

## PURPOSE

The purpose of these procedures and guidelines is to describe process of awarding a Task Order under this contract.

## APPLICABILITY

The procedures and guidelines apply to all customers using this contract.

## CONTRACT & TASK ORDER TYPES

This contract is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract. Issues Task Orders issued may be either cost plus fixed fee (CPFF), cost plus award fee (CPAF) or by the preferred method of Firm Fixed Price (FFP) whenever possible

## RESPONSIBILITIES

**Customers:** Customers/Program Offices are responsible for defining requirements, financing work to be performed, providing input for contractor selection, monitoring and evaluating the contractor's performance on each TO, as well as providing technical support to the Contracting Officer on contract and task order issues and working with the COTR and the contractor to ensure the contractor performs the requirements specified in the task order. The customer's involvement in the contractor competition and evaluation ensures the customer's functional, technical, and cost requirements are adequately considered by the persons having the greatest knowledge of the work to be performed. Customers are further responsible for adhering to the requirements and procedures defined in these Guidelines.

**Contracting Officer's Technical Representative (COTR):** The Contracting Officer may designate a Technical Representative (COTR) to assist in monitoring the work under this contract. The COTR is also responsible for the technical administration of the contract and technical liaison with the Contractor, and working with the Contracting Officer and the contractor to ensure the contractor performs the requirements specified in the contract.

**Contracting Officer's Task Manager (COTM):** The Contracting Officer may designate a Task Manager (COTM) to assist in monitoring the work under a specific Task Order who should be technically proficient in the technical requirements of their task order and familiar with the policies and procedures of these guidelines. The COTM is responsible for the technical administration liaison with the Contractor for that Task Order and for working with the Contracting Officer and the contractor to ensure the contractor performs the requirements specified in the specific task order.

The COTR or COTM are not authorized to change the scope of work or specifications as stated in the contract or task order, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract or task order's price, delivery schedule, period of performance or other terms or conditions. The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized in writing by the Contracting Officer.

**Contractor:** The role of the contractor(s) is to perform the work described in the awarded task orders. All contractor performance and deliverables must meet the requirements set forth in the contract and task order.

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All funds expended under this contract shall be incurred and accounted for under individual task orders.

Within the direct productive labor hours specified in the Level-of-Effort clause of this contract, the Contractor shall incur costs under this contract in the performance of task orders and task order modifications issued in accordance with this ordering procedure. No other costs are authorized without the express written consent of the Contracting Officer.

#### **A. GENERAL**

All work performed under this contract will be done through the award of Task Orders (TOs) by the FHWA Contracting Officer. TOs will be awarded in accordance with a *two step process* that complies with the Federal Acquisition Streamlining Act (FASA) requirements for "**Fair Opportunity to be Considered.**" This process is designed to minimize the management overhead, both for customers and the contractor(s), associated with selecting contractors to perform the TOs. It is important to note that direct customer contact with contractors on capabilities prior to beginning the Fair Opportunity competition is permissible.

#### **B. "FAIR OPPORTUNITY FOR CONSIDERATION" PROCESS**

FASA and FAR 16.505(b)(1), require that multiple awardees, i.e., the Highway Policy Analysis prime contractors, "shall be provided a fair opportunity to be considered for each order in excess of \$2,500."

In accordance with FAR 16.505(b)(2), "awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500 if the contracting officer determines that-- (i) The agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays; (ii) Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized; (iii) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or (iv) It is necessary to place an order to satisfy a minimum guarantee."

Soliciting offers from one or more awardees under this contract shall satisfy the primary "competing independently" requirements of 48 CFR, as implemented under Federal Acquisition Regulation (FAR) 15.804-3(b)(3). At Government discretion, orders may be issued based upon the Contractor's technical expertise and performance on prior orders under this contract. This evaluation and selection may be accomplished without soliciting a task order proposal (TOP).

Ordering procedures need not comply with the competition requirements of 48 Code of Federal Regulations (CFR) part 6. The Contracting Officer need not request written proposals or conduct discussions with multiple contractors before issuing orders unless the Contracting Officer determines such actions necessary. However, competition is the preferred method of task award, with allowance for single source and rotational awards as approved by the Contracting Officer as indicated above.



### **C. AWARD SELECTION CRITERIA**

The Contracting Officer will provide each awardee a fair opportunity to be considered for each task order award where appropriate. The Contracting Officer has broad discretion and may consider factors such as past performance, quality of deliverables, cost control, price, cost, or other factors that the Contracting Officer, in the exercise of sound business judgement, believes are relevant to the placement of orders.

The Contractor who is best able to meet the needs of the Government will be selected in accordance with the stated evaluation criteria. The Contracting Officer shall approve in writing the Contractor's proposal (work plan) and any plan revisions either (1) as being in accordance with the task order or (2) with identified variations constituting a modification to the task order. All approvals shall be prior to commencement of work.

### **D. 2 STEP PROCESS - Step 1.**

1. The customer will identify their requirement and shall prepare a Requirements Package (within the scope, period, and maximum value of the contract) which will include: the objectives or results desired by the Government expressed in a Statement of Work (SOW); government estimate for the work in terms of dollars, hours, travel and resources as applicable; other task order requirements (e.g., delivery/performance schedule, documentation requirements); recommendation for task order type (FFP/CPFF/CPAF); specific evaluation criteria; quality assurance standards as appropriate; name, code and phone number of the customer's task order manager; and recommendation for extent of competition.
2. The customer will forward the Requirements Package with a funding Purchase Request to the Contracting Officer's Technical Representative, who will forward approved packages to the Office of Acquisition Management.
3. The Contracting Officer will issue a Task Order Proposal Request (TOPR) to the contractor(s) in writing by mail, facsimile or E-Mail. Each TOPR will include page limitations, usually 10 pages or less (total), and will include:
  - a. contract number, order number, due date and time, and number of TOP copies required, page limitations, delivery office(s);
  - b. description of work;
  - c. government estimate for the work (in terms of dollars, hours, travel and resources as applicable) and task order type (FFP/CPFF/CPAF);
  - d. other task order requirements (e.g., delivery/performance schedule, documentation requirements);
  - e. quality assurance standards, as appropriate;
  - f. name, code and phone number of the customer's task order manager; and
  - g. specific evaluation criteria.

Each proposal must clearly state the contract number, and TOPR number on the outside of the submission package.

4. The Contractor shall submit, by the due date, its TOP. The TOP will briefly within the page limitations outline the Contractor's overall approach for completing the task order and shall, at a minimum, include:
  - a. Signed cover letter stating that this is the task plan to the TOPR;
  - b. Discussion of technical approach for performing the work;
  - c. Estimated date of commencement of work, and any changes proposed to the schedule of performance;
  - d. Task order type (FFP/CPFF/CPAF), cost/price to include: direct labor hours, both straight time and overtime (if authorized), by applicable labor category, and the total direct labor hours, including subcontractors/consultants, estimated to complete the task; direct labor costs, by labor category, and applicable indirect costs; travel and material costs estimates; subcontractors and consultants cost estimate; and other direct cost (ODC) estimate;
  - e. Other pertinent information; and
  - f. The total price/estimated cost and fee (base fee plus award fee where applicable).

**The cost for the preparation and submittal of the TOP will be the responsibility of the contractor. If the contractor is not able, or does not wish, to compete for a specific task order they must so state in a letter to the contracting officer in lieu of a TOP.**

5. The contracting officer may enter into negotiations with all contractors submitting a TOP, and will request a Best and Final TOP, as the situation may warrant.

#### **E. 2 STEP PROCESS - Step 2.**

1. The government will evaluate each TOP in accordance with the stated evaluation criteria and will award the task order to the contractor who is best able to meet the needs of the Government will be selected in accordance with the stated evaluation criteria.
2. Contractors not selected may request a debriefing.
3. The first task in the task order will be for the contractor to develop a detailed work plan. Subcontracting approval (if necessary) shall be submitted after task order award, in accordance with FAR 44.2, 52.244-1 and 52.244-2 as applicable.

#### **F. COMPLAINTS/PROTESTS**

Written complaints may be submitted to the Contracting Officer. The Contracting Officer shall review complaints from the Contractors and ensure that all Contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

No protest under 48 CFR (FAR) part 33 is authorized in connection with the issuance of an order under this contract.

#### **G. ORDER OF PRECEDENCE**

In the event that there is a conflict between the requirements of the task order and the Contractor's work plan, the task order shall prevail.

#### **H. TASK ORDER MODIFICATION**

The Contracting Officer may modify task orders in the same manner as they are issued.

#### **I. TASK ORDER LIMITATIONS**

The Contractor shall not exceed any limitations specified in each task order without written authorization of the Contracting Officer.

If the Contractor either at the time of receipt of a CPFF or CPAF task order or at any time during work assignment performance has reason to believe that the cost or number of labor hours will exceed the estimates set forth in the task order, the Contractor shall immediately notify the Contracting Officer in writing and suggest a revised estimate for completion of the work required thereunder. The Contracting Officer will make the final determination of the approved cost and number of direct productive labor hours for each work assignment.

## ***AWARD FEE EVALUATION PLAN & PROCEDURES FOR TASK ORDERS***

The following are guidelines for Cost-Plus-Award-Fee (CPAF) Task Orders. Individual Task Orders may elaborate on these procedures, or modify Sections 2 and 3 for that specific Task Order.

### **1. Introduction**

The use of a cost-plus-award fee (CPAF) Task Order is intended to encourage and reward the Contractor for excellence of performance, for cost consciousness, for timeliness of performance, and for effective communication with the FHWA.

The Contractor's Task Order performance shall be evaluated at 6-month intervals by a Performance Evaluation Board (PEB) which will include as a minimum, the Task Order Manager, the Contracting Officer's Technical Representative (COTR), and the Contracting Officer.

The payment structure of this CPAF contract consists of a base fee and the award fee pool.

### **2. Award Fee Evaluation Criteria and Weights**

The performance areas will be evaluated based on the following criteria and weights:

- a. Quality and timeliness of all technical work performed and deliverables including working papers, technical summaries, briefings, workplans, handbooks, executive summaries, and reports. (weight: 40%)
- b. Maintenance of effective working relationships and communication between the Contractor and (1) FHWA personnel, (2) subcontractor personnel, and (3) personnel from other organizations as required by the contract. (weight: 20%)
- c. Contractor's ability and timeliness in identifying and avoiding potential technical and management problems and resolving actual problems. (weight: 20%)
- d. Contractor's effectiveness in controlling cost and managing the contract, subcontractor management (including hours and dollars), and the quality and timeliness of progress reports, financial reports, and other documents required by the contract. (weight: 20%)

### **3. Procedures**

The following procedures will be followed in evaluating Contractor performance for determination of award fee amount:

- a. The Contractor's Task Order performance shall be formally evaluated at the end of each 6 month period of the Task Order term.

- b. Evaluation of Contractor Performance shall be made by the PEB utilizing the criteria described above. The Board shall report its recommendation to the Fee Determination Official (FDO) concerning the proposed award fee amount.
  - c. The Contractor agrees that the determination as to the amount of the award fee earned will be made by the FDO and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or to any board or court.
  - d. Within 15 work days after determination of the proposed award fee, the Government will notify the Contractor of the award fee proposed and the basis for its fee recommendation, citing positive and negative aspects of performance.
  - e. A unilateral contract modification setting forth the award fee to be paid will be issued by the Contracting Officer within 15 work days after receipt of the Contractor's comments.
4. Numerical Ranges and Adjective Definitions

The following will be used in the award fee evaluation:

<b>Adjectival Grade</b>	<b>Criteria Grade</b>	<b>Score Range</b>	<b>Definition</b>
Superior	5	46 - 50	Superlative level of performance; achievement of distinguished results and effectiveness. No deficiencies.
Excellent	4	36 - 45	Of exceptional merit; exemplary performance in a timely, efficient, and economical manner-very minor deficiencies-no effect on overall performance.
Good	3	26 - 35	Very effective performance; fully responsive to contract requirements; more than adequate results; reportable deficiencies, but with little identifiable effect on overall performance.
Fair	2	16 - 25	Effective performance; responsive to contract requirements; adequate results. Reportable deficiencies with identifiable, but not substantial, effects on overall performance.
Poor	1	6 - 15	Meets or slightly exceeds minimum acceptable standards; useful levels of performance, but suggest remedial action. Reportable deficiencies which adversely affect overall performance.
Unsatisfactory	0	0 - 5	Below minimum acceptable standards; poor performance; inadequate results; requires prompt remedial action. Significant deficiencies.

5. Determination of Award Fee Amount

The award fee will be determined in accordance with the following table based on the weighted score.

Adjectival Grade	Weighted Score	Percent of Award Fee (%)
Superior	46 - 50	100
Excellent	45	96
	44	92
	43	88
	42	84
	41	80
	40	76
	39	72
	38	68
	37	64
	36	60
Good	35	56
	34	52
	33	48
	32	44
	31	40
	30	36
	29	32
	28	28
	27	24
	26	20
Fair	25	16
	24	12
	23	8
	22	4
	16 - 21	0
Poor	6 - 15	0
Unsatisfactory	0 - 5	0

## ***Award Fee Evaluation***

Contract Number: DTFH61-97-C-00010

Contractor: \_\_\_\_\_

Task Order Period of Review: \_\_\_\_\_

Task Order Number & Manager: \_\_\_\_\_

<b>Criteria</b>	<b>Criteria Grade (A)</b>	<b>Weighting Factor (B)</b>	<b>Weighted Score (A) x (B)</b>
a. Quality and timeliness of all technical work performed and deliverables including working papers, technical summaries, briefings, workplans, handbooks, executive summaries, and reports.		4	
b. Maintenance of effective working relationships and communication between the Contractor and (1) FHWA personnel, (2) subcontractor personnel, and (3) personnel from other organizations as required by the contract.		2	
c. Contractor's ability and timeliness in identifying and avoiding potential technical and management problems and resolving actual problems.		2	
d. Contractor's effectiveness in controlling cost and managing the contract, subcontractor management (hours and dollars), and the quality and timeliness of progress reports, financial reports, and other documents required by the contract.		2	
<b>Total:</b>			

**Comments:**

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**BIDDER'S LIST - DTFH61-97-R-00010**  
**“Program Support for Highway Policy Analysis”**  
**Contract Negotiator: Rick Murray**  
**(As of February 3, 1997)**

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# U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

## RFP: DTFH61-97-R-00010

### *“Program Support for Highway Policy Analysis”*

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1. Q. Is this RFP for new work, or is it for a follow-on contract and if so, who is the incumbent?  
  
A. This RFP is a follow-on effort. For more information refer to Attachment I.
2. Q. Is there a reading room setup for this RFP?  
  
A. Not exactly. Some information has been made available in the U.S. Department of Transportation Building in Washington, DC. The location of of this material and access instructions will be announced on the Status Phone Line number for this RFP at (202) 366-2863.
3. Q. Is there a bidder's list available for this RFP?  
  
A. Yes - Refer to Attachment F for accessing the FHWA BBS - FEBBS. Also refer to the sections titled “Electronic Dissemination of RFP Documents” on the RFP cover page and on page 49.
4. Q. FAR 52.215.31, Waiver of Facilities Capitol Cost of Money (FCCM) is included in the RFP. What if an offeror has DCAA aproved FCCM factors - would FHWA allow FCCM?  
  
A. If a contractor has this item of cost as part of their accounting system, then this item of cost could be proposed and included in a resultant contract. In that case, FAR 52.215.30 would be substituted.